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The Solicitors' Journal and Reporter.

LONDON, DECEMBER 22, 1900.

The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

MR. FRANCIS JOSEPH WEBSTER, solicitor, has been appointed a Chancery Taxing-Master of the Supreme Court in succession to Mr. A. RAWLINSON, who has resigned the office after many years' service. Mr. WEBSTER was admitted in 1883, and has been a member of the firm of LAWRENCE & WEBSTER, of 14, Old Jewry-chambers, London.

THIS WEEK has produced one advertisement in the *Times* of an application for registration with an absolute title of freehold land in the County of London, making six advertised applications with regard to London land during the last eight weeks, and none with regard to land outside the compulsory district.

WE PRINT elsewhere notices which have been issued, by the direction of the Lord Chancellor, to the District Registrars of the High Court drawing their attention to the draft Rules of the Supreme Court (*ante*, p. 97) enabling actions to be assigned to BUCKLEY and JOYCE, JJ., and Chancery actions and matters in the District Registries of Liverpool and Manchester to be dealt with in court or in chambers by COZENS-HARDY, J., or FARWELL, J.

IT IS UNDERSTOOD that on Saturday last twenty-five solicitors, who, as being undischarged bankrupts, had been directed by the Incorporated Law Society to apply to the Master of the Rolls with reference to the renewal of their certificates, appeared before that learned judge, who made the following order:

"Order that in each of the cases in which applications have this day been made to the Master of the Rolls the Registrar is to issue certificates for the coming year (1900-1), the applications to be renewed before the expiration of such certificates on the 15th of November, 1901."

It is understood that proceedings will be taken to obtain a reconsideration of the doctrine laid down in *Re An Application under the Solicitors Act, 1843* (47 W. R. 575).

ONE of the most incomprehensibly stupid hoaxes we remember was perpetrated on a leading daily journal on Wednesday last. There appeared, to the bewilderment of its legal readers, in the position usually assigned to official notices, a statement that "The Lord Chancellor has notified the General Council of the Bar of the appointment, by her Majesty, of the following gentlemen to be Queen's Counsel," followed by a list of members of the Common Law Bar. Why the Lord Chancellor should notify the appointments to the Bar Council, or why that body should publish them before the appearance of the usual official notice, were questions which agitated the bar during Wednesday morning. On Thursday, however, the journal in question, by request of the Lord Chancellor, contradicted the announcement as to the appointment of new Queen's Counsel, and stated that "he has as yet made no recommendations to her Majesty on the subject." It was added that the paragraph referred to purported to come from the secretary of the Bar Council, but proved to have been a forgery. What was the object of the hoax apparently remains a mystery; but it was a cruel one for the members of the bar referred to in the paragraph.

THE TREASURY conditions with respect to colonial loans (see *ante*, p. 111) appear to have been prescribed on the 6th instant, but were not published in the *Gazette* until the 14th instant. We print them elsewhere. They are to the effect (1) that a borrowing colony is to legislate for the payment out of the colonial revenues of any sums payable to stockholders under any judgment of a court of the United Kingdom; (2) that such colony shall satisfy the Treasury that adequate funds will be made available in the United Kingdom to meet any such judgment; and (3) that the Colonial Government shall record an opinion that any colonial legislation appearing to the Imperial Government to alter any provisions affecting the stock to the injury of the stockholder would properly be disallowed. Considerable time will probably elapse before any list of the colonies complying with these conditions can be published. Even when a list is obtainable, it will have to be borne in mind that the Colonial Stock Act, 1900, keeps on foot with reference to the investing power of trustees the restrictions imposed by section 2 (2) of the Trustee Act, 1893, by which a trustee may not purchase at a price exceeding its redemption value any stock "which is liable to be redeemed within fifteen years of the date of purchase at par or some other fixed rate, or any redeemable stock at a price exceeding 15 per centum above par or other fixed rate" of redemption—for we take the general words of the Act of 1900 to apply to both the two classes of stock mentioned in section 2 (2) of the Trustee Act, 1893, the incorporating words of section 2 of the Act of 1900 being that "the restrictions mentioned in section 2 (2) of the Trustee Act, 1893, with respect to the stocks therein referred to shall apply to colonial stock."

THE CASES of *Lysons v. Knowles & Sons (Limited)* and *Stuart v. Nixon* are the most important decisions which have yet been given by the House of Lords under the Workmen's Compensation Act, 1897. In each case the accident upon which the claim was founded occurred to a workman who had been in the employment of the employers for a period less than two weeks—in the one case for two, in the other case for four, days only. The leading section of the Act gives a workman a right to compensation if in an employment to which the Act applies personal injury by accident, arising out of and in the course of his employment, is caused to the workman; and the compensation is to be paid "in accordance with the first schedule to this Act." Turning to the first schedule, s. 1 (b), it is found that "the amount of compensation under this Act shall be when total or partial incapacity for work results from the injury, a weekly payment during the incapacity after the second week not exceeding 50 per cent. of his average weekly earnings during the previous twelve months if he has been so long employed, but if not, then for any less period during which he has been in the employment of the same employer." The Court of Appeal held in both cases that the Act provided no means for assessing the compensation in a case

where the workman had not been employed for at least two weeks, it being impossible in such a case to arrive at his "average weekly earnings," and that therefore the workman was not within the Act. The effect of this decision was that the schedule, which was obviously intended merely to provide a means of assessing the compensation, cut down the primary right to compensation which was given by the Act itself and excluded a large number of workmen from the benefits of the Act. The House of Lords have unanimously reversed these decisions upon the ground that to give its strict meaning to the word "average" would defeat the intention of the Act. The broader spirit in which the supreme tribunal have dealt with cases arising under this Act will commend itself to the public and to most lawyers, if not to the Master of the Rolls and his colleagues. But lawyers will also most cordially agree with the strictures passed by the Lord Chancellor and Lord DAVEY upon the drafting of the Act, and will sympathize with the tribunals who are charged with the duty of interpreting what Lord DAVEY describes as mere "notes for legislation."

WE WOULD call the attention of all our readers to an interesting article in the current number of the *National Review* on "Her Majesty's Judges," which will well repay a thoughtful perusal. The anonymous writer—who conceals his identity under the letter E—discusses both the characteristics of the bench and the method of its constitution. Taking the main characteristics desirable in a judge to be impartiality and learning, he goes on to shew how the supply of the latter quality, in particular, on the bench is starved by the ludicrous process of selection for promotion, as practised behind the scenes. Nominally, of course, the Lord Chancellor selects, and his so-called responsibility protects the system. But, according to the writer, the facts do not correspond to the hypothesis; and the Chancellor seldom has a free hand except when the pushful party whips differ amongst themselves. The description of the intrigues which go on "off the stage" is exceedingly humorous, and, if accurate, certainly tends to shew that the politicians have "nobbled" the bench in England as completely as the Caucus controls the Presidential Election in the United States of America. The author propounds a remedy—viz., that a Committee of Selection should be formed to make all appointments of a judicial character, whether of the superior judges, or county court judges, or recorders, or stipendiary magistrates. The committee proposed would consist of the Lord Chancellor, the Chief Justice, the President of the Probate Division, one Chancery Judge, one Queen's Bench Judge, and six barristers are to be appointed by each of the Inns of Court and two by the Bar Council. The evil referred to by the writer may be in existence to some extent, if not to the extent portrayed; but we doubt the remedy. Responsibility would be altogether frittered away, and the committee would probably become a log-rolling oligarchy, with the ruling motto taken from ARTEMUS WARD, "You scratch my back; I'll scratch yours." We all know that such a committee of patronage at the War Office has governed the selection of commanding officers since the change of the Commandership-in-Chief of the Army—and we see some of the results. At the universities observation would, we think, tend to support the view that the regius professorships are on the whole better filled than those in the hands of a syndicate of residents. A better solution would be to place the real responsibility upon the Lord Chancellor, make him independent of party politics by making him irremovable for life or a period of say ten years, and to enable and require him to treat as contempt of court any communication from party whips or politicians as to the exercise of his patronage. But perhaps publicity is the best remedy, and "E" is to be thanked for his contribution to this in his humorous and suggestive article.

A QUESTION of procedure came up this week at the Birmingham Assizes which often has to be dealt with. Two persons were jointly indicted and were separately defended. Witnesses were called on behalf of one, but not on behalf of the other. Under these circumstances was the counsel for the Crown entitled to the

last word and to a general reply on the whole case, or had the counsel for the prisoner who called no witnesses the right to the last word? In this case *LAWRANCE, J.*, held that the counsel for the prosecution had the right to a general reply on the whole case. It is somewhat difficult to formulate any rule on this subject, and several judges have declined to lay down any rule as inflexible. Each case must, to some extent, be judged by its special circumstances, and the most important matter for consideration is whether the evidence called for one of several prisoners jointly indicted is applicable merely to his own case, or whether it affects the case against other prisoners as well. In *Reg. v. Trevelli and Others* (15 Cox 289) there were eleven prisoners jointly indicted, and evidence was called on behalf of two only. *HAWKINS, J.*, ruled that where in such a case the evidence given affected only the two, and not the case as a whole, counsel for the prosecution were not entitled to a general reply, but could only reply as to the case against the two; but that, where the evidence was applicable to the whole case, there was a general right of reply. Thus, if two men were jointly indicted, and one called witnesses to prove an *alibi* merely, and with no reference whatever to the other prisoner, counsel for the prosecution would have no general right of reply, but only a right to reply to the case of the man who set up the *alibi*. In *Reg. v. Burns* (16 Cox 195) *DAY, J.*, after consultation with *WILLS, J.*, said there was no inflexible rule in such cases, and ruled that counsel for the Crown must in that particular case reply only to the counsel for the prisoner who had called evidence, and that the counsel for the other prisoner should have the last word. It seems, therefore, that the matter is, to a great extent, in the discretion of the judge who tries the matter, but that he will follow some such rule as was indicated by *HAWKINS, J.*, in *Reg. v. Trevelli*. Hence, if two persons are jointly indicted and witnesses are called in defence of one only, the prosecuting counsel will reply only where, in the opinion of the judge, the evidence given has a bearing upon the whole case. If, on the other hand, the evidence applies only to the case of the one prisoner on whose behalf it is given, that prisoner's counsel addresses the jury first, then the prosecuting counsel addresses the jury, and the counsel for the prisoner who called no evidence has the last word.

AN IMPORTANT question as to the remuneration of solicitors for dealings with registered land is raised by the letter from *MESSRS. HOWE & RAKE* which we print elsewhere. The General Order under the Solicitors' Remuneration Act, 1881, expressly excludes from the operation of Schedule I. land which has been registered under the Land Transfer Act, 1875, and the remuneration of solicitors for dealings with such land is now regulated by rule 271 of the Land Transfer Rules, 1898, and by the second schedule to the rules. There is, however, an omission in the provisions of rule 271, which causes the difficulty referred to in our correspondents' letter. The case, shortly, is as follows: A., who has unregistered leasehold land subject to a building society's mortgage, sells the land to B. B.'s solicitor negotiates a mortgage for the purpose of completing the purchase, and he acts both for B. and for the mortgagee, C. The purchase being of land which is not on the register, the purchaser's solicitor is entitled to the scale fee for investigating title, &c., or $1\frac{1}{2}$ per cent. on the purchase-money (which is under £1,000), and under rule 271 he has 10s. 6d. on each £100 for registering the title, limited by paragraph (e) to a maximum charge of £2 2s. If the mortgage to C. affected unregistered land, then the solicitor would have a negotiating fee of 1 per cent. on the mortgage, and would charge half the fee for investigating title, &c.—i.e., $\frac{3}{4}$ per cent. on the mortgage money. But by the time the mortgage is taken the land is registered land, and it is necessary to refer for the charges to rule 271. Paragraph (f) of the rule expressly saves the negotiating fee, and that is still 1 per cent. on the mortgage money. There remains the fee for effecting the mortgage. Under the schedule to the Land Transfer Rules this is stated to be 10s. 6d. per cent., but by rule 271 (c) the schedule only applies "where no title outside the register is investigated." Where only a

possessory title is registered, an investigation outside the register of course always takes place. In such cases no remuneration is provided for by rule 271, and paragraph (k) directs that the remuneration of the solicitor shall be regulated by the Remuneration Order, except Part I. of Schedule I. In other words, the mortgagee's solicitor is not to have the scale fee, and it was perhaps intended that under clause 2 (c) of the Order he should be paid according to the former system as altered by Schedule II. Upon the wording of that provision, however, it seems very doubtful whether it applies, and whether Schedule II. can be made use of. But, whether with or without the changes made by Schedule II., the solicitor acting in a mortgage of registered land who investigates the title outside the register must make out an item bill, and he has neither the scale fee nor the fee under the Land Transfer Rules. How can he do this, however—and this is the question raised by our correspondents—when the items for which he has to charge are practically identical with the work he has done in investigating the title on behalf of the purchaser, and for which he has been allowed the scale fee? The mere fact that he has investigated the title for the purchaser does not exclude investigation for the mortgagee so as to bring in rule 271 (c) and make the Land Transfer scale apply; and the item system cannot be satisfactorily used. Probably, however, in his item bill the solicitor will be confined, so far as investigation of title is concerned, to work (if any) which is in fact distinct from the work done for the purchaser, but the ordinary item charges will be made for preparing and completing the mortgage, and these will cover the special clauses introduced. With respect to the point our correspondents raise as to their charges for paying off the building society's mortgage, this is not work which ordinarily falls on the purchaser's solicitor, and seems, therefore, not to be covered by the scale: see *Re Purcell* (27 L.R. Ir. 375), *Fleming v. Harcastle* (33 W. R. 776).

AT A TRIAL for murder before *BRUCE, J.*, at the Guildford Assizes a few days ago, the prosecution desired to put in evidence the deposition, regularly taken before the committing magistrate, of a woman who had been confined two days before. The medical man who attended the woman said it was an ordinary confinement without any sort of complication, but that it would be dangerous to the woman's health to attend the trial and give evidence. Now, the deposition, if admissible, was only admissible under section 17 of 11 & 12 Vict. c. 42 on the ground that the witness was "so ill as not to be able to travel." Counsel for the prisoner therefore resisted the putting in of the deposition, arguing that a confinement is not an illness at all, but a natural condition. This contention, although plausible, will probably sound rather ridiculous to most persons. It is, however, supported by several authorities. Thus in *Reg. v. Wilton* (1 F. & F. 309) *WILLES, J.*, held that the fact of a woman having been delivered nine days previously did not constitute an illness within the statute, but that as the child had been still-born, and so a morbid condition of body had been caused, the deposition might be read. Again, in *Reg. v. Walker* (1 F. & F. 534) the same learned judge, after consultation with *CROWDER, J.*, rejected a deposition under similar circumstances where the confinement had been perfectly normal, on the ground that illness from confinement is an ordinary state and not such an illness as contemplated by the statute. With all respect to these judges, however, surely the common sense view to take is that the statute was intended to apply to every case in which the absence of the witness is due to inability to travel ascribable to his or her physical condition. Pregnancy alone does not cause this inability, but it may do so if it is very far advanced. The fact that a woman has been recently confined does not cause inability, but it does so if the confinement was very recent; and it must depend on the facts of the case whether the woman can attend or not. The cases mentioned, however, appear to be no longer of any value, for the subject seems now to be governed by *Reg. v. Wellings* (3 Q. B. D. 426), which was decided by the Court for Crown Cases Reserved. Lord COLERIDGE, with the concurrence of the whole court, said: "Pregnancy may be a source of such illness as to render the witness unable to travel,

and be an illness within the statute. It is in each case a matter for the presiding judge to determine. The presiding judge has in this case decided that the evidence was sufficient to satisfy him that the defendant was so ill as not to be able to travel, and we see nothing to lead us to the conclusion that he was wrong." The old absurd opinion seems, therefore, to be no longer tenable, but still it crops up periodically, as in the recent case.

THE REFUSAL OF CERTIFICATES TO UNDISCHARGED BANKRUPT SOLICITORS.

THE recent action of the Incorporated Law Society in refusing, as of course and without inquiry as to the merits of individual cases, to grant practising certificates to solicitors who are undischarged bankrupts, and in leaving them to their right of appeal to the Master of the Rolls or the court, is a step of great importance, taken in pursuance of the policy sketched out by the president in his address at the society's recent annual meeting. As is well known, until recently the society did not consider they had power to refuse certificates in these cases, and their present action is taken in reliance upon a recent decision of the Divisional Court. It is scarcely surprising that the individuals affected by this drastic action should have questioned the society's right to exercise such a power, and that it should be in contemplation to take steps to question the decision on the strength of which they did so. Indeed, the Master of the Rolls, in dealing with a number of applications which raised the point, has suspended the operation of the society's action for the very purpose of enabling an authoritative decision to be obtained. It would not be proper in a case of this kind, involving such serious consequences to individuals, to discuss on its merits the question now *sub judice*—viz., whether the society has or has not the power which they claim the right to exercise. But upon the question of principle—namely, whether it is desirable that solicitors whilst still undischarged bankrupts should be allowed to practise under the ægis of a respectability conferred upon them by the society's certificate, there is no reason for a similar reticence. For this is not a question in which the solicitors' profession is alone interested, but it touches very nearly the welfare of the community. To say this is sufficient alone to demonstrate its vital interest to the profession. For the confidence of the community is the mainstay of the profession, and anything which tends to impair that confidence is seriously detrimental to its interests.

In considering this question, it will not be amiss to glance at the general policy of the bankruptcy laws with regard to an undischarged bankrupt continuing to carry on trade or pursue his profession. Without passing in review the cases and statutes in detail, it may be broadly stated that the policy of the law is to put the bankrupt as soon as possible into as good a position as possible for earning his living, consistently with the protection of the community at large. It is obviously in the interest of the State that the bankrupt should be able to earn sufficient to support himself and those dependent upon him. For if he cannot, the burden of such support would fall upon the State. It is equally in the interest of a bankrupt's creditors that every facility should be given him to earn all he can, since, so long as he is undischarged, everything he makes in his trade or earns in his profession over and above what is reasonably necessary for his own and his family's support, having regard to their position in life, will enure for the benefit of his creditors. But this general policy of the law is controlled by two other principles—one being that the community must be protected against speculative and fraudulent traders, and reckless and extravagant persons generally, the other that the bankrupt must be punished. The suspension of the bankrupt's discharge is regulated by these two considerations. Subject to the disabilities incident to being undischarged, a trader or professional man may pursue his trade or his calling without let or hindrance. But a trader is greatly hampered by the fact that an undischarged bankrupt cannot obtain credit to the extent of £20 without disclosing the fact of his being an undischarged bankrupt. If he does, he is guilty of a criminal

offence. But a professional man is not dependent nearly to the same extent upon credit, and need practically never disclose the fact of his being an undischarged bankrupt. Except in the case above stated, there is no duty upon a bankrupt to disclose the fact of his being undischarged, and he is not thereby disqualified from following any profession or calling, unless by some statutory provision.

It is clear, then, that, if an exception is to be made in the case of solicitors from the general rule that professional men who are undischarged bankrupts may continue to pursue their vocation, such exception must be based on considerations peculiar to the profession of solicitor. Unless there are sound reasons for doing so, it would be an injustice to deprive him of a right enjoyed by every other class of the community. Now, the position of a solicitor is in many respects an exceptional one. To begin with, he is a member of a body possessing statutory privileges conferring upon it a monopoly of one of the great professions. In return for those privileges he owes certain corresponding duties to the community, which is also entitled to be safeguarded against the abuse of his privileged position. Then, in his capacity as solicitor he must enter into the most confidential relations with his clients, and be entrusted with much valuable property and information in many shapes and forms. Moreover, the client is more or less at his mercy in the difficult technicalities of the law, and must place implicit confidence in him. This exceptional position has been recognized in many ways. The solicitor is not free to carry on his business like other professional men. He is an officer of the court, and the court exercises a general supervision over his conduct. Further, there is not complete freedom of contract between him and his client; the charges for his services are in general regulated by statute and subject to taxation. It must be conceded, then, that the considerations which must determine whether an undischarged bankrupt solicitor should be allowed to practise or not differ widely from those which are applicable to the ordinary run of cases.

But, conceding that such exceptional treatment is desirable both in the interest of the public and of the profession, it still remains a grave question by whom, and under what conditions and restrictions, this exceptional power should be exercised. One point is, it is submitted, abundantly clear. This power should be *expressly* conferred on the authority which is to exercise it by *statute*, and not be exercised by some indirect means. Whether the Incorporated Law Society have or have not the power to refuse a certificate to an undischarged bankrupt solicitor should not depend upon the decision of any court of law on the interpretation of a doubtful provision of a statute. If necessary, immediate recourse should be had to the Legislature to amend the defect. It is further desirable that any enactment dealing with this question should not only clearly confer the power upon the authority who is to exercise it, but that it should carefully define the nature of the power and the conditions and limitations under which it should be exercised. Under the course at present pursued by the society, the only remedy of the solicitor is to appeal to the Master of the Rolls, which may result in a publicity ruinous to a reputation nearly rehabilitated. For many undischarged solicitors are employed in good firms, and successfully and deservedly regain the positions they have lost, sometimes through no serious fault of their own. It would not be very difficult to devise a course of procedure by which the Incorporated Law Society might be able to discriminate between cases in which a certificate might be granted with safety to the community and cases in which it would be desirable to refuse it, without compelling solicitors in all cases to have recourse to the court.

Finally, subject to a right of appeal to the court, the Incorporated Law Society certainly seems the proper body to exercise this power of exclusion from practice of the undischarged bankrupt. Such a power is only the complement of the power the society already possesses to get a solicitor struck off the rolls.

It is stated that Lord Rosebery has accepted the position of president of the Society of Comparative Legislation, in which his predecessors were Lord Herschell and Lord Russell of Killowen.

THE PRACTICAL WORKING OF THE COMPANIES ACT, 1900.

VIII.

II.—NEW COMPANIES GOING TO THE PUBLIC (*continued*).

(9) *Going to Allotment*.—As already pointed out, the promoters of the company must fix the minimum subscription on which the directors are to proceed to allotment, and the amount must be stated in the memorandum or articles of association, and also in the prospectus (section 4). If the amount is not so stated, then the whole amount of the share capital offered must be subscribed. The minimum subscription is to be exclusive of any shares which are payable otherwise than in cash. The efficacy of this provision will depend entirely on the care with which the directors scrutinize applications for shares. As some proof that these are substantial, it is required that the sum payable on application—which is to be not less than the very moderate proportion of 5 per cent. of the nominal amount of the share—shall be paid, and the allotment cannot be proceeded with till this has been done. But as the entire costs of the promotion are at stake, there will be a strong temptation for promoters to make up the subscription by putting forward applications in the names of other persons, and where the directors have any reason to suspect that this is being done, they ought to institute inquiries, and not accept the applications unless the future payment of calls is properly guaranteed.

In the event of the conditions for proceeding to allotment not having been complied with on the expiration of forty days after the first issue of the prospectus—and to determine the date of issue it will be safest to take the date which the prospectus bears (see section 9 (1))—all money received from applicants for shares must be forthwith repaid to them without interest, and if this has not been done before the expiration of forty-eight days from the issue of the prospectus, the directors become jointly and severally liable to repay the money with interest at 5 per cent. per annum, the interest to run from the end of the forty-eight days: section 4 (4). The liability thus imposed on the directors is qualified by the proviso that a director is not to be liable if he proves that the loss of the money was not due to any misconduct or negligence on his part. It will be essential, therefore, in order to obtain the benefit of this proviso, that all moneys received with applications shall be placed to a separate account at a bank of repute in such a manner that the account cannot be touched without the directors' consent. Any condition binding applicants to waive compliance with the requirements of the section will be void, but these requirements do not, with one exception, apply to any allotment of shares subsequent to the first allotment of shares offered to the public. The exception is the requirement that the amount payable on application shall not be less than 5 per cent. of the nominal amount of the share.

The results of failure to comply with the requirements as to allotment are stated in section 5. An allotment made to an applicant for shares is not absolutely void, but it is voidable at the instance of the applicant, provided he takes steps to avoid it promptly, and for this purpose he must proceed within one month after the holding of the statutory meeting of the company. But whether the allotment is avoided or not, a remedy in damages against the directors is given both to the company and to the allottee by section 5 (2). If any director knowingly allows any contravention of the provisions of the Act as to allotment, he is to be liable to compensate the company and the allottee respectively "for any loss, damage, or costs," which either may have sustained, a limit of two years being imposed on proceedings for the recovery of such compensation. As allotment on an insufficient subscription will usually mean the loss of the capital subscribed, this enactment will apparently enable shareholders to recover within the period named their money from the directors. The possibility of such a result should be a sufficient guarantee that directors will not knowingly allow any irregularity in complying with the requirements of section 5.

(10) *Commencing Business*.—After the directors have proceeded to allotment it will still be necessary to consider whether

all the requirements preliminary to commencing business have been complied with. These are contained in section 6 and are in brief as follows: (1) Cash shares must have been allotted to the extent of the minimum subscription; (2) each of the directors must have paid on all cash shares for which he has subscribed the amounts payable on application and allotment; and (3) a statutory declaration by the secretary or a director that conditions (1) and (2) have been complied with must be filed with the registrar. On the filing of this declaration the registrar will give a certificate that the company is entitled to commence business and the certificate will be conclusive. The same provisions apply to the exercise of borrowing powers, though the section is not to prevent the simultaneous offer for subscription of shares and debentures, or the receipt of applications. The date when a company is entitled to commence business will be of great importance in reference to contracts. Till that date all contracts which may have been made by the company will be provisional only, and if the company is never entitled to commence business the contracts will never become binding. But upon that date they are at once binding. It will be seen, however, that there is only a slight difference between the conditions on which the directors may proceed to allotment and those on which the company can commence business. The additional requirement that the directors shall have paid the amounts due on allotment is hardly of sufficient importance to make the commencement of business depend upon it, and it may prove embarrassing. It should be observed, however, that while section 4 only precludes the directors from going to allotment unless the minimum amount of shares have been subscribed for, section 6 requires that an allotment up to the actual amount shall be actually made before business is commenced. This carries out the principle of the minimum subscription, and to this extent section 6 will be useful. Every person who is responsible for the contravention of the section is liable to a fine of £50 a day so long as the contravention continues. It follows, of course, that where a company is formed to take over an existing business the contract cannot be completed and the business taken over until the company is entitled to commence business.

(11) *The Statutory Meeting*.—Under section 39 of the Companies Act, 1867, which is repealed by the present Act, companies were bound to hold a general meeting within four months after registration, but no provision was made to secure that such meeting should be in possession of information which would enable it to pass an opinion on the formation and prospects of the company. This omission it has been sought to rectify by section 12 of the Act of 1900, which is aimed at giving the members of the company at as early a date as possible a fair opportunity of examining into its affairs. The section, it is to be noticed, applies only to companies limited by shares, and registered after the 31st inst., and with respect to such companies the date which is selected for calculating time under the section is the date when the company is entitled to commence business: see section 6, referred to above. Within a period of not less than one month nor more than three months from that date the company must hold a general meeting which is to be called the statutory meeting.

Sub-sections 2 to 6 provide for the information which is to be supplied for the use of members before or at the statutory meeting. Seven days before the date of the meeting the directors must forward to every member a report certified by at least two directors, or if there are not two directors by the sole director, and the report must state (a) the total number of shares allotted, distinguishing cash shares and paid-up shares, and in the latter case shewing the consideration for which the shares have been allotted; (b) the total amount of cash received by the company in respect of shares; (c) an abstract of receipts and payments on capital account, and an account or estimate of preliminary expenses; (d) the names, addresses, and descriptions of the directors, auditors (if any), manager (if any), and secretary; and (e) the particulars of any contract which it is proposed to ask the meeting to modify, with particulars of the proposed modification. It will be remembered that under section 11, no contract which has been referred to in the prospectus can be modified except with the approval of the statutory meeting. The report, so far as it relates to the

allotment of shares, and to cash received in respect of shares, and to receipts and payments on capital account, is to be certified by the auditors. Immediately after the report has been sent to the members it must be filed with the registrar. The foregoing information will be available for the consideration of members prior to the meeting. At the meeting the directors must also have a list of members, with their descriptions and addresses, and the number of shares held by each, accessible to members during the continuance of the meeting.

As to the proceedings at the meeting, sub-sections 6 and 7 give full latitude for discussion and the passing of resolutions, though, where resolutions are wanted, these will usually be reserved for an adjourned meeting. The members present at the original meeting will be at liberty to discuss any matter relating to the formation of the company arising out of the report, whether previous notice has been given or not; but for passing a resolution notice must be given in accordance with the articles of association. Probably it will be rare for the members to be in a position to give such notices before the meeting. The discussion, which is all that in practice will be permissible, should, if the members are strong enough, elicit enough either to justify the formation of the company, or to shew whether the directors are not entitled to confidence, and a course of action can be arranged accordingly. In the case of the members desiring to interfere with the future management or course of business, or to object to any matters incident to the flotation, the meeting will have to be adjourned, and notices of resolutions can be given. The adjourned meeting will thus be in a position to control the affairs of the company. For any default in filing the report or holding the statutory meeting shareholders will have a remedy by petitioning to wind up the company, and on the hearing of the petition the court may either order a winding up or give directions for filing the report or holding the meeting.

The whole of the provisions of section 12 are well conceived, and the scheme of the section has the advantage that it places the remedy for mismanagement in the formation of a company as far as possible in the hands of the shareholders themselves. Of course, if the formation of the company has been based upon fraud, or if the value of property purchased has been wrongly estimated, the mischief may have been done before the statutory meeting is held. There is nothing to prevent the payment away of the shareholders' money before that date. But while the Legislature has not gone the length of suspending entirely the operations of the company until after the statutory meeting, yet it has placed the means of early inquiry and early action in the hands of the shareholders, and it is to be hoped that they will be sufficiently active to make the statutory meeting effective. If so, section 12 should be one of the most useful clauses of the Act.

REVIEWS.

RATING.

THE RATING OF LICENSED HOUSES: A REPORT OF THE PROCEEDINGS IN GEORGE CARTWRIGHT v. THE GUARDIANS OF THE POOR OF THE SCULCOATES UNION, IN THE CITY AND COUNTY OF KINGSTON-UPON-HULL, BEFORE THE ARBITRATOR (W. C. RYDE, ESQ.), THE DIVISIONAL COURT, THE COURT OF APPEAL, AND THE HOUSE OF LORDS; ALSO THE ARGUMENTS AND JUDGMENTS IN THE VARIOUS COURTS. By WILLIAM H. WELLSTED, Rating Surveyor, Hull, Fellow of the Institute of Surveyors. A Brown & Sons.

Doubtless the author of this work has satisfied himself that its publication meets a legitimate public want, and will be specially acceptable to local authorities, surveyors, and others, whose business it is to ascertain the principle on which public-houses are to be assessed for the purposes of the poor rate. Otherwise, it is difficult to account for the appearance of this work, or to realise what useful purpose it will fulfil, or who are likely to consult its pages for information obtainable in a much more condensed and scientific form in works on rating by skilled lawyers, and notably in such a work as that recently published by Mr. Ryde, which deals exhaustively with the rating of licensed houses, and specially with the case of *Cartwright v. Sculcoates Union* (48 W. R. 394; 1900, A. C. 150), which, admittedly, is in many respects a difficult case to apply. Mr. Wellsted's preface affords conclusive proof of his ability to appreciate the full force of the decision of the House of Lords in the above-mentioned case. It

is therefore to be regretted that, instead of giving a mere verbatim record of the proceedings in *Cartwright v. Sculcoates Union*, he did not expand his preface into an introduction of moderate length, and, with the assistance of some legal friend, epitomize the facts of the case, and give the judgments only verbatim. It is quite conceivable that such a work might possess some value and attain a moderate circulation.

BOOKS RECEIVED.

A Treatise on the Law relating to the Devolution of Real Estate on Death under Part I. of the Land Transfer Act, 1897, and the Administration of Assets, Real and Personal. By the late LEOPOLD GEORGE GORDON ROBBINS and FREDERICK TRENTHAM MAW, Barristers-at-Law. Third Edition. Butterworth & Co.

The Companies Act, 1900 (63 & 64 Vict. c. 48), with Introduction, full Annotated Sections, Forms of Prospectus, &c. By ALFRED HENRY RUEGG, Q.C., and LEONARD MOSSOP, B.C.L., Barrister-at-Law. Butterworth & Co.

Lord Monboddo and Some of His Contemporaries. By WILLIAM KNIGHT, LL.D., Professor of Philosophy in the University of St. Andrews. John Murray. Price 16s.

Multum in Parvo: The New Companies Act a Trap for the Unwary. By an Accountant with a Legal Mind. W. H. & L. Colingridge.

The Companies Act, 1900, at a Glance: A Chronological Guide to the Formation of a Company, for the Use of Directors, Solicitors, Secretaries, and Others. By WILLIAM H. BEHRENS, Solicitor. Roberts & Leete (Limited).

CORRESPONDENCE.

THE CHANGE IN PROBATES.

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to the letter of the secretary of the Incorporated Law Society, appearing in the SOLICITORS' JOURNAL of the 15th inst., in reference to the proposal to abolish the engrossment of wills for probate on parchment, I have not seen any statement of who is to benefit by the proposed change. It certainly is not the estate of testators, as the solicitor does not get paid anything extra in his costs for the parchment on which the will is engrossed, as this is included in the fee for the engrossment, and therefore it would appear that the public benefit, to the extent of £8,000 a year, mentioned by Sir F. Jeune, is the benefit of the Treasury, who have no doubt initiated the change.

Before the Finance Act, 1894, when a grant of probate bore a stamp, the solicitor had to take in the parchment form of grant duly stamped with his papers, and he paid the Stamp Office sixpence for the parchment form. As the stamps are now impressed on the Inland Revenue affidavit or the receipt for duty given thereon, the Probate Registry has had to supply the parchment form for the probate act, but as under the Finance Act the estate duty has been largely increased, the department should surely be liberal enough to supply a form costing a few pence, or if not, a regulation could have been made requiring the solicitor to leave a form when he lodged his papers. I should say again that when the form was provided by the solicitor he paid for it out of his own pocket, and was not allowed anything for it in his costs of the probate.

When the paper probate is worn out, a fresh sealed copy will be necessary, and also a sealed copy of the probate act. This for the shortest possible will costs at least £1 4s. 2d., as I found the other day, when I had to obtain the only document receivable as evidence in the absence of the probate, a sealed copy of a will of three folios and of the probate act. The amount payable was arrived at as follows:

	s.	d.
Search for will	1	0
Copy	2	6
Inland Revenue stamp and paper	1	1
Certifying	2	6
Sealing	5	0
Search for probate act	1	0
Copy	2	6
Inland Revenue stamp and paper	1	1
Certifying	2	6
Sealing	5	0
	£1	4 2

A solicitor could obtain an office copy, which would be received as evidence of any document, from the Central Office of the Supreme Court for 6d. per folio, or, in the case I refer to, for 2s. 6d. at least.

I must say that it seems difficult to ascertain where the saving to the public comes in, if by the public we are to understand the

persons requiring to produce probates or authentic copies of wills as evidence. There can be no question as to the superiority of parchment to paper, looking to the necessary wear and tear of the probate of a will.

A SOLICITOR.

COSTS UNDER THE LAND TRANSFER ACTS.

[To the Editor of the Solicitors' Journal.]

Sir,—We have lately acted in the transaction mentioned, below for a purchaser-mortgagor of leasehold property and his mortgagee. In order to enable the former to complete his purchase, we negotiated a loan from another client on mortgage of the property. The property was already in mortgage to a building society, and the vendor (for whom we were not acting) was unable to pay off such mortgage. It was arranged that the purchaser should pay the same off as part payment of his purchase-money. This was accordingly done and necessitated many extra letters and attendances, including the procuring of a written request from the vendor, an attendance upon the building society with the money, the obtaining of the society's receipt and undertaking to have the mortgage receipted and vacated in the Middlesex Registry, and the insertion in the assignment of appropriate recitals and special clauses in the operative part. All this was done before completion could take place, it not being clear on the rules that the society could legally join in the assignment. The deed was then completed in the ordinary way, the purchaser-mortgagor giving a "charge" under the Land Transfer Acts. The form of this was approved, previously, at the Land Registry and contained a sub-demise of the term (less the last day), a declaration of trust of the outstanding day, with power for the mortgagee to appoint new trustees of such trust, a provision for repayment by instalments and other mortgage covenants and agreements. The length of the "charge" was sixty folios, it being no shorter than the form of mortgage usually employed by us. The title (possessory), and the "charge" thereon, were then registered under the Land Transfer Rules, rr. 78, 78a, and 78b.

Now comes the question of costs.

But for the Land Transfer Acts, these—both purchase and mortgage moneys being under £1,000—would be as follows (subject to the stipulated minimum):

(a) Purchaser's solicitors' scale for investigating, &c., 1½ per cent. on the purchase-money.

(b) Mortgagee's solicitors' scale for negotiating loan, 1 per cent. on the mortgage-money.

(c) Mortgagee's solicitors' scale for investigating, &c., ¾ per cent. on the mortgage-money.

As to the payment off of the building society's mortgage, we suppose no charge can be made, but do not feel quite sure. Can you, or any of your subscribers refer us to an authority?

For registering the title, our fee is at the rate of 10s. 6d. for every £100, or a part of £100, but limited by rule 271 (c).

Now, what difference do the Land Transfer Rules make upon (b) and (c)? Seeing that the "charge" really goes to the length of a mortgage, is every bit as technical and is (by reason of the registration) more troublesome than a mortgage, it would seem that the cost ought to be in no wise out of the way. Rule 271 (c) prescribes the remuneration for a charge where no title outside the register is investigated, and so cannot apply to a case of possessory title in which the prior title is investigated (as the present). Rule 271 (k) says that in all transactions respecting registered land the remuneration for which is not by the rules provided for the Remuneration Order, 1882, excepting Part I. of Schedule I, shall regulate the remuneration. Does this mean that, in the above-mentioned transaction, we must make out an item bill instead of charging items (b) and (c)? If so, considering that investigating purchaser's title, deducing mortgagor's and investigating mortgagee's title were done together, what proportion of the total amount of the items should be borne by the last two heads?

If the scale applies, why, we wonder, is no fee allowed for acting for the mortgagor as such? We clearly acted for him, having borne in mind his interests when preparing the "charge," interviewed him upon the draft, and supplied him with a copy after completion. Can we claim anything under rule 271 (h) or (i)?

If you, or any of your subscribers, can help us in the matter we shall feel much indebted. Perhaps we have not fully grasped the rules.

22, Chancery-lane, W.C., Dec. 14.

[See observations under "Current Topics."—ED. S.J.]

Mr. Justice Bigham has fixed the following commission days for the winter assizes on the Northern Circuit: Appleby, Thursday, the 17th of January; Carlisle, Saturday, the 19th of January; Lancaster, Thursday, the 24th of January; Manchester, Tuesday, the 29th of January; Liverpool, Wednesday, the 13th of February. Mr. Justice Bucknill will not join the circuit until Manchester is reached.

NEW ORDERS, &c.

COLONIAL STOCK ACT, 1900.

(63 & 64 Vict. c. 62.)

ORDER UNDER SECTION 2.

Notice is hereby given, in pursuance of "The Rules Publication Act, 1893," that the Treasury have made the following Order, under section 2 of the Colonial Stock Act, 1900:—

ORDER.

The Lords Commissioners of Her Majesty's Treasury, in virtue of the power bestowed upon them by section 2 of "The Colonial Stock Act, 1900" (63 & 64 Vict. c. 62), are pleased to prescribe the following conditions under that section.

Conditions.

1. The Colony shall provide by legislation for the payment out of the revenues of the Colony of any sums which may become payable to Stockholders under any judgment, decree, rule, or order of a Court in the United Kingdom.

2. The Colony shall satisfy the Treasury that adequate funds (as and when required) will be made available in the United Kingdom to meet any such judgment, decree, rule, or order.

3. The Colonial Government shall place on record a formal expression of their opinion that any Colonial legislation which appears to the Imperial Government to alter any of the provisions affecting the Stock to the injury to the Stockholder, or to involve a departure from the original contract in regard to the Stock, would properly be disallowed.

Copies of the above Order may be obtained from Messrs. Eyre & Spottiswoode, East Harding-street, Fetter-lane, E.C., and 32, Abingdon-street, Westminster, S.W.

Treasury Chambers, S.W., 6th of December, 1900.

NOTICE TO THE DISTRICT REGISTRARS OF THE HIGH COURT OF JUSTICE.

BY DIRECTION OF THE LORD CHANCELLOR.

A Rule of the Supreme Court amending ord. 5, r. 9, has been laid before Parliament, and will come into operation on the 11th of January, 1901, under the terms of which Mr. Justice Buckley and Mr. Justice Joyce will be included in the list of Judges of the Chancery Division to whom actions will be assigned.

On and after that date therefore an action commenced in the Chancery Division should be assigned in the prescribed manner to one of the following Judges:—

Kekewich, J.
Byrne, J.
Cozens-Hardy, J.

Farwell, J.
Buckley, J.
Joyce, J.

House of Lords, 18th of December, 1900.

NOTICE TO THE DISTRICT REGISTRARS OF THE HIGH COURT AT MANCHESTER AND LIVERPOOL.

BY DIRECTION OF THE LORD CHANCELLOR.

In consequence of the re-arrangement of the business of the courts and chambers of the Chancery Division of the High Court, which will come into operation on the 11th of January, 1901, and by virtue of a draft rule of the Supreme Court which has been laid before Parliament and will come into operation on the day named, all Chancery actions and matters in the District Registries of Liverpool and Manchester commenced prior to that date, and assigned to Mr. Justice Farwell, and all actions and matters commenced on and after that date will be dealt with in courts and in chambers either by Mr. Justice Cozens-Hardy or Mr. Justice Farwell.

Actions and matters in the Chancery Division commenced on and after the 11th of January, 1901, in the District Registries of Manchester and Liverpool will continue to be assigned to Mr. Justice Farwell until further order of the Lord Chancellor.

House of Lords, 18th of December, 1900.

COUNTY COURTS, ENGLAND.

(Continued from p. 123.)

(8.) *Service on respondents.* The copies and notices mentioned in the last preceding paragraph shall be served on each respondent not less than ten clear days before the day fixed for the hearing, unless such respondent, or his solicitor on his behalf, agrees to accept shorter service.

(9.) *Service on respondents.* (Order VII., Rule 30.) Such copies and notices may be served—

- (a) By a bailiff of a court; or, at the request of the applicant or his solicitor,
- (b) By the applicant, or some clerk or servant in his permanent and exclusive employ; or
- (c) By the applicant's solicitor, or a solicitor acting as agent for such solicitor, or some person in the employ of either of them.

(10.) *Mode of service.*] Service may be effected either in accordance with the rules as to service of default summonses, or by registered post in accordance with the provisions of section 28 of the Agricultural Holdings (England) Act, 1883 [46 & 47 Vict. c. 61, s. 28.]

(11.) *Where service effected otherwise than by bailiff.* (Order VII., Rule 31.) Form 21.] Where service is effected otherwise than by a bailiff, a copy of the document served, with the date and mode of service indorsed thereon, shall within three clear days next after the date of service, or such further time as may be allowed by the registrar of the court issuing such document, be delivered or transmitted to such registrar by the applicant or his solicitor. The applicant or his solicitor shall also deliver or transmit to the registrar an affidavit of the service of such document, according to Form 21 in the Appendix, with such variations as the circumstances of the case shall require.

(12.) Any affidavit intended to be used by any respondent on the hearing of the application shall be filed and a copy thereof shall be served on the applicant or his solicitor four clear days at least before the hearing of the application, or, if short service of the notice of the application has been accepted, in such reasonable time before the hearing as the date of service will allow.

(13.) A deponent to an affidavit shall on notice from the other side served in accordance with the provisions of section 28 of the Agricultural Holdings (England) Act, 1883 [46 & 47 Vict. c. 61, s. 28] attend the hearing for cross examination; and witnesses may be orally examined on the hearing of the application in the same manner as on the hearing of an action.

(14.) *Procedure on application.*] Subject to the special provision of this rule, the procedure on an application shall be the same as the procedure in an action commenced in the court by plaintiff and summons in the ordinary way, and determined by the judge without a jury; and the statutory provisions and rules for the time being in force relating to such actions shall, with the necessary modifications, apply to such application accordingly; and in the application of such provisions and rules the application shall be deemed to be summons with particulars annexed, the day fixed for proceeding with the application shall be deemed to be the return day, and the applicant and respondent shall be deemed to be plaintiff and defendants respectively.

(15.) *Order.*] The order of the judge on any application shall be settled and signed by the registrar, and shall be sealed and filed, and signed copies thereof shall be served on all persons affected thereby in accordance with Rule 5 of Order XXIII.; and such order shall be enforceable in the same manner as a judgment or order of the court.

(16.) *Where hearing is to take place in another court.*] Where the hearing is to take place at another court, the registrar of the court in which the proceeding is pending shall forthwith send notice to the registrar of such other court that the judge has ordered the hearing to take place there; and he shall, in sufficient time before the hearing, transmit the papers to the registrar of the court at which the hearing is to take place, who shall act at the hearing for such first mentioned registrar, and shall, after the hearing, return the papers to him, with a minute of the order made; and such order shall be settled, signed, sealed, filed, served, and proceeded on in the court in which the proceeding is pending in like manner as if the hearing had taken place there.

17. *Rule 5. Application for taxation of costs of arbitration.* 63 & 64 Vict. c. 50, Sched. 2, Part 1, par. 14. (Conf. Form 352.)] (1.) An application to the registrar to tax the costs of and incidental to an arbitration and award under the said Acts shall be made in writing, and shall state on whose behalf the application is made.

(2.) *Notice of time and place for taxation.* (Conf. Form 353.)] On receipt of such application the registrar shall fix a place and time for proceeding with such taxation, and shall give or send by post notice in writing to the applicant and to the parties whose costs are to be taxed, signed by the registrar himself and under the seal of the court, stating the place, day, and hour at and on which the taxation will be proceeded with, and requiring the parties to attend and produce documents and be examined, and warning them that if they do not attend either in person or by their solicitors such order will be made and proceedings taken as to the registrar shall seem fit. Such notices shall be given or sent four days at least before the day fixed for the taxation.

(3.) *Certificate of taxation.*] On the completion of the taxation, or, in the case of review by the judge, after such review, the registrar shall give or send by post to each party a certificate of the result of the taxation, stating the amount at which the costs have been allowed.

18. *Rule 6. Review of taxation by judge.* 63 & 64 Vict. c. 60, Sched. 2, Part 1, par. 14.] An application to the judge to review any taxation by the registrar shall be made on notice in writing in accordance with the rules for the time being in force as to interlocutory applications.

19. *Rule 7. Application for recovery of money awarded to be paid for compensation.* 46 & 47 Vict. c. 61, s. 24; 50 & 51 Vict. c. 26, s. 17; 63 & 64 Vict. c. 50, s. 2 (3). Form 312b.] (1.) An application to the judge under the said Acts, or the Allotments and Cottage Gardens Compensation for Crops Act, 1887, for an order that money awarded to be paid for compensation, costs, or otherwise, shall be recoverable as money ordered by a county court under its ordinary jurisdiction to be paid is recoverable, shall be made in court on notice in writing, which shall be intitled in the matter of the Acts and of the arbitration; and on filing the application the applicant shall produce to the registrar the original award (or a duplicate thereof) and shall file a copy thereof, together with an affidavit intitled as above, verifying both the original and the copy award, and the amount remaining due thereunder.

(2.) Where the application is for the recovery of or includes the recovery of any money awarded to be paid for costs, the affidavit shall state the amount at which such costs have been agreed upon or allowed on taxation, and that a demand for payment of such amount, with, in the case of taxation,

a copy of the certificate of the result of the taxation, has been served on the party against whom the application is made fourteen days at least before the date of the application. Service of such demand may be effected in accordance with the provisions of section 28 of the Agricultural Holdings (England) Act, 1883.

(3.) The application shall not be numbered as a plaintiff, but shall be marked by the registrar with a reference number as a commencement of proceedings, and all subsequent proceedings shall bear the reference number.

(4.) A copy of the application and affidavit shall be served on the party against whom the application is made, and proof of such service shall be made, in accordance with paragraph 3 of Rule 2 of this Order; and the provisions of paragraphs 4 and 5 of the last-mentioned rule shall apply to proceedings on an application under this rule.

(5.) *Form 312a.*] The order of the judge on the application shall be settled and signed by the registrar, and shall be sealed and filed, and signed copies thereof shall be served on all persons affected thereby in accordance with Rule 5 of Order XXIII.; and such order shall be enforceable in the same manner as a judgment or order of the court.

20. *Rule 8. Proceedings for recovery of money agreed to be paid under 46 & 47 Vict. c. 61, s. 24; 50 & 51 Vict. c. 26 s. 17; 63 & 64 Vict. c. 50, s. 2 (3); or for settlement of disputes under 46 & 47 Vict. c. 61, s. 46.]* Proceedings for the recovery of money agreed to be paid for compensation, costs, or otherwise, under the said Acts, or the Allotment and Cottage Gardens Compensation for Crops Act, 1887, or for the settlement of a dispute under section 46 of the Agricultural Holdings (England) Act, 1883, shall be by action commenced by plaintiff and summons in the ordinary way. Particulars of demand shall be filed in any such action, and shall state concisely the nature of the claim or dispute, and the relief or order which the plaintiff claims.

ORDER XLIA.

THE FRIENDLY SOCIETIES ACTS. THE BUILDING SOCIETIES ACTS. THE INDUSTRIAL AND PROVIDENT SOCIETIES ACT, 1893. THE LITERARY AND SCIENTIFIC INSTITUTIONS ACT, 1854. WINDING UP OF BUILDING AND INDUSTRIAL SOCIETIES.

Order XLIA.] Order XLI. is hereby annulled, and the following Order shall stand in lieu thereof:—

21. *Rule 1. Disputes under Friendly Societies and other Acts.* 38 & 39 Vict. c. 60; 59 & 60 Vict. c. 25, 26; 56 & 57 Vict. c. 39; 37 & 38 Vict. c. 42; 17 & 18 Vict. c. 112.] Every dispute referred to the court under the Friendly Societies Act, 1875, the Friendly Societies Act, 1896, the Collecting Societies and Industrial Assurance Companies Act, 1896, the Industrial and Provident Societies Act, 1893, the Building Societies Act, 1874, or the Literary and Scientific Institutions Act, 1854 (in this Order referred to as the said Acts), shall be so referred by plaintiff and summons in the ordinary way.

22. *Rule 2. Parties.*] In proceedings commenced pursuant to the last preceding rule, the claiming or aggrieved member (or other person) shall be plaintiff, and the society, either in its own name, or in the name of such persons as are authorised by the said Acts respectively to be sued on behalf of the society, shall be defendants.

23. *Rule 3. Particulars.*] Particulars of demand shall be filed in all cases of disputes under the said Acts, and shall state concisely the nature of the dispute referred, and the relief or order which the plaintiff claims.

24. *Rule 4. Proceedings for enforcement of decisions on disputes given otherwise than by the Court, or of awards.*] Every application under any of the said Acts for the enforcement of a decision on a dispute given by any authority other than the Court, or for the enforcement of an award, shall be commenced by plaintiff and summons in the ordinary way, in which the party to the dispute or award entitled or claiming to be entitled to the benefit of such decision or award shall be plaintiff, and the party against whom such decision or award is given shall be defendant. Particulars of demand shall be filed with every such application, stating concisely the relief or order which the plaintiff claims.

25. *Rule 5. Application for relief on amalgamation, transfer of engagements, or dissolution of friendly society or branch.*] Every application for relief or other order under the Friendly Societies Act, 1875 [38 & 39 Vict. c. 60], or the Friendly Societies Act, 1896 [59 & 60 Vict. c. 25], by any person dissatisfied with the provision made for satisfying his claim in the case of the amalgamation, transfer of engagements, or dissolution of any society or branch, shall be made by plaintiff and summons in the ordinary way, in which the person so dissatisfied shall be plaintiff, and the society or branch, either in its own name or in the name of such persons as are authorised by the said Acts respectively to be sued on behalf of the society or branch, shall be defendants. Particulars of demand shall be filed on every such application, stating concisely the relief or other order which the plaintiff claims.

26. *Rule 6. Application against officer of friendly society.*] Every application to the Court by the trustees or authorised officer of a friendly society in respect of any of the matters mentioned in section 20 of the Friendly Societies Act, 1875 [38 & 39 Vict. c. 60, s. 20], or section 55 of the Friendly Societies Act, 1896 [59 & 60 Vict. c. 25, s. 55], shall, whether any bond be put in suit or not, be by action commenced by plaintiff and summons in the ordinary way, in which the society or the trustees or authorised officers thereof shall be plaintiffs, and the person against whom the application is made shall be defendant.

27. *Rule 7. Application against officer of building or industrial society.*] Every application to the Court under the Building Societies Act, 1874 [37 & 38 Vict. c. 42], or the Industrial and Provident Societies Act, 1893 [56 & 57 Vict. c. 39], against an officer of any society, shall, whether any bond be put in suit or not, be by action commenced by plaintiff and summons in the ordinary way, in which the society shall be plaintiffs, and the officer against whom the application is made shall be defendant.

28. *Rule 8. Particulars under Rules 6 and 7.* Particulars of demand shall be filed in all actions commenced pursuant to Rules 6 and 7 of this Order.

29. *Rule 9. Where bond not in suit.* If the application be made by action without putting the bond in suit, the particulars shall state shortly the nature of the thing required to be done or the neglect complained of.

30. *Rule 10. Where property is required to be delivered up.* If the thing required to be done be the delivering up of any property, the particulars shall contain a description of the property required to be given up.

31. *Rule 11. Proceedings to set aside dissolution of society or branch.* 59 & 60 *Vict. c. 25, s. 79 (6), 56 & 57 Vict. c. 39, s. 61 (e).* Proceedings to set aside the dissolution of any society or branch under any of the said Acts shall be commenced by plaint and summons in the ordinary way, in which the person seeking to set aside such dissolution shall be plaintiff, and the society or branch, either in its own name or in the name of such persons as are authorised by the said Acts respectively to be sued on behalf of the society or branch, shall be defendants. Particulars of demand shall be filed in such proceedings, and shall state concisely the relief or order which the plaintiff claims.

32. *Rule 12. Winding up of building and industrial and provident societies.* The provisions of the Companies Acts, 1862 to 1900, and the rules made thereunder, so far as they relate to winding up, shall apply to the winding up of societies registered under the Building Societies Act, 1874, and the Acts amending the same, or under the Industrial and Provident Societies Act, 1893; and the winding up of any such societies shall be conducted in all respects as if such societies were companies registered under any of the said Companies Acts. Costs shall be taxed according to the scale of costs for the time being in use in the Supreme Court.

ORDER XLIXA.

PROBATE AND LETTERS OF ADMINISTRATION.

Order XLIXa. Order XLIX., and forms 347 to 351, are hereby annulled, and the following Order and forms shall stand in lieu thereof:—

33. *Rule 1. Proceedings under Court of Probate Acts, 1857 and 1858.* Proceedings under the Court of Probate Act, 1857, as amended by the Court of Probate Act, 1858, or by any other Act, shall be commenced by plaint and summons in the ordinary way. The plaint and all subsequent proceedings shall be intitled "The Court of Probate Acts, 1857 [20 & 21 *Vict. c. 77*] and 1858 [21 & 22 *Vict. c. 95*]."

34. *Rule 2. Parties where caveat lodged.* Where any person shall have lodged a caveat against the grant of probate or letters of administration, and proceedings are taken to obtain such grant, the person applying for the probate or letters of administration shall be plaintiff, and the person who shall have lodged the caveat shall be defendant.

35. *Rule 3. Parties on application to revoke g. ant.* In proceedings for the revocation of probate or letters of administration the person applying for such revocation shall be plaintiff and the person against whom the application is made shall be defendant.

36. *Rule 4. Production of authority of High Court.* Before the entry of the plaint the plaintiff shall lodge with the registrar an office copy of the minute of the High Court of Justice authorising the commencement of proceedings.

37. *Rule 5. Particulars.* Particulars of demand shall be filed in all cases, stating concisely the nature of the proceeding, and the relief or order which the plaintiff claims.

38. *Rule 6. Notice to district registrar.* Form 349a.] The registrar, on issuing a plaint for the revocation of the grant of probate or letters of administration shall give notice by post, according to the form in the Appendix, to the district probate registrar by whom the probate or letters of administration has or have been granted, to produce the original will or other necessary documents at the court at which the plaint will be heard.

39. *Rule 7. Certificate.* 20 & 21 *Vict. c. 77, s. 55. Form 350a.* The certificate to be given by the registrar under section 55 of the Court of Probate Act, 1857, shall be according to the form in the Appendix.

40. *Rule 8. Order.* Form 351a.] The order of the judge on the hearing of the plaint shall be according to the form in the Appendix, and a copy of such order shall be sent by post to the plaintiff and the defendant.

41. *Rule 9. Transmission of action from High Court.* Where application for the grant or revocation of probate or letters of administration has been made at the principal registry of the Probate Division of the High Court, and any contentious matter shall arise out of such application, and a judge of the said division shall send the action or matter to the county court, the provisions of this Order and the provisions of Order XXXIII. relating to actions or matters remitted from the Chancery Division of the High Court to a county court shall apply to the proceedings in the county court in the action or matter so sent to the county court.

42. *Rule 10. Costs.* The judge may order the costs of proceedings under the said Acts to be taxed either under Column B. or Column C., and in default of any such order they shall be taxed under Column B.; and Rule 7 of order La shall apply to such proceedings.

43. *Rule 11. Proceedings where no practice provided.* In proceedings under this Order for which no provision is otherwise made the rules and practice of the Probate Division of the High Court shall be followed so far as they are applicable.

ORDER LI.

GENERAL PROVISIONS.

44. *Order LI., Rule 24b. Applications under Money-Lenders Act, 1900.* (1.) An application under sub-section 1 of section 1 of the Money-Lenders Act, 1900 [63 & 64 *Vict. c. 51, s. 1*], by a person sued by a money-lender shall be made by counterclaim.

(2.) An application under sub-section 2 of section 1 of the Money-Lenders Act, 1900, at the instance of a borrower or surety or other person liable shall be by action commenced by plaint and summons in the ordinary way.

(3.) Particulars of demand shall be filed on any application under this rule, and shall state concisely the nature of the application, and the relief or order which the applicant claims.

(4.) The procedure on any such application shall be the same as in an action commenced under the equity jurisdiction of the court; and such application shall for the purposes of costs and otherwise be deemed to be an action commenced under such jurisdiction.

[There is a lengthy Appendix of Forms.]

We, Alfred Martineau, Henry J. Stonor, William L. Selfe, and William Cecil Smyly, being Judges of County Courts appointed to frame Rules and Orders for regulating the Practice of the Courts and Forms of Proceedings therein, having by virtue of the powers vested in us in this behalf framed the foregoing Rules and Orders, do hereby certify the same under our hands, and submit them to the Lord Chancellor accordingly.

(Signed)

ALFRED MARTINEAU.
HENRY J. STONOR.
WILLIAM L. SELFE.
WILLIAM CECIL SMYLY.

Approved,

HALSBURY, C.
ALVERSTONE, C.J.
A. L. SMITH, M.R.
F. H. JUNE, P.
R. VAUGHAN WILLIAMS, L.J.
H. H. COZENS-HARDY, J.
W. C. RENSNAW.
ROBERT ELLETT.

I allow these Rules, which shall come into force on the first day of January, 1901.

The 27th day of November, 1900.

(Signed)

HALSBURY, C.

CASES OF THE WEEK.

Court of Appeal.

THE QUEEN v. THE LOCAL GOVERNMENT BOARD AND THE GUARDIANS OF WILLESDEN. No. 1. 6th and 7th Dec.

POOR LAW—SEPARATION OF PARISH FROM UNION—AMOUNT TO BE PAID BY UNION TO PARISH—PRINCIPLE OF APPORTIONMENT—"PROPERTY" OF THE UNION—JURISDICTION OF THE LOCAL GOVERNMENT BOARD—POOR LAW AMENDMENT ACT, 1834 (4 & 5 *Will. 4, c. 76*), s. 32—LOCAL GOVERNMENT ACT, 1888 (51 & 52 *Vict. c. 41*), ss. 24 (2) (d), 26 (1).

This was an appeal by the Hendon Union from the decision of the Divisional Court (Bigham and Channell, JJ.) discharging, on cause shewn by the Local Government Board and the Wille-den Board of Guardians, a rule for a *certiorari* to quash an order made by the Local Government Board under section 32 of the Poor Law Amendment Act, 1834 (4 & 5 *Will. 4, c. 76*). On the 12th of August, 1896, the parish of Willedden, which up to that date was one of the eight parishes which comprised the Hendon Union, was separated from that union by an order of the Local Government Board made pursuant to the aforesaid section 32, as amended by section 66 of the Poor Law Amendment Act, 1844 (7 & 8 *Vict. c. 101*), and was subsequently constituted a Poor Law district. It then became necessary for the Local Government Board to ascertain, pursuant to section 32 of the above Act of 1834, the proportionate value to the parish of Willedden of the workhouses of the Hendon Union and of "other property held or enjoyed by such union for the use of the poor or the benefit of the ratepayers therein," and to "fix the amount to be received or paid, or secured to be paid, by" the parish. There were two annuities payable under the Local Government Act, 1888, by the County Council of Middlesex to the Hendon Union—one of £18 towards the remuneration of the registrars of births and deaths, and the other of the sum of £2,597 towards the remuneration of the officers of the Hendon Union. On the 23rd of December, 1898, the board ordered, *inter alia*, as follows: "As and when the sums of £18 and £2,597 are received by the guardians of the poor of the said Hendon Union from the county of Middlesex in pursuance of the provisions of section 24 (2) (d) and section 26 (1) of the Local Government Act, 1888, in respect of the financial year ending the 31st of March, 1899, and in respect of each succeeding financial year, such sums shall be apportioned by the guardians of the poor of the Hendon Union between the Hendon Union and the parish of Willedden according to the respective rateable values of the union and parish for the purposes of the poor rate, according to the valuation lists in force on the 25th day of March next preceding the financial year in respect of which the payment is made, and the guardians of the poor of the Hendon Union shall forthwith pay to the guardians of the poor of the parish of Willedden the amount so apportioned to that parish." The Union of Hendon contended that this order was *ultra vires*, and that the annuities were not "property" within the meaning of section 32, and they obtained a rule for *certiorari* to quash the order. The Divisional Court discharged the rule. From this decision the Hendon Union now appealed. On their behalf it was contended that the annuities were not "property" within the meaning of section 32 of the Poor Law Act, 1834, and that the board had no power to divide the sums in the manner they had done, as there was only power to fix once and for all the amount to be paid, and it could not be a fluctuating sum depending on the rateable value.

THE COURT (A. L. SMITH, M.R., and COLLINS and STIRLING, L.J.J.) allowed the appeal.

A. L. SMITH, M.R., in giving his judgment, said the question raised

was as to the true construction of section 32 of the Poor Law Amendment Act, 1834. In his opinion the meaning of that section was that the Local Government Board should ascertain the proportionate value to each parish of the property mentioned at the time the parish was separated from the union. The property was to be divided then and there, and once for all. Under the Local Government Act of 1888 unions became possessed of a Parliamentary annuity. Hendon received one, and the parish of Willesden participated in it. It had been suggested that this annuity was not "property" within the meaning of section 32. In his opinion this annuity was "property" within that section, and he thought that the Legislature contemplated that in ascertaining the value to each parish of an annuity it should be capitalized. This the Local Government Board had not done. They had exceeded their jurisdiction by directing the proportionate values to be ascertained according to rateable values in the future. The order of the Board would therefore be varied by striking out the part complained of.

COLLINS and STIRLING, L.J.J., agreed. Appeal allowed.—COUNSEL, *Page, Q.C.*, and *Bartley Dennis*; *Sir E. B. Finlay, A.G.*, and *H. Sutton*; *Danckwerts, Q.C.*, *Courthope Munroe*, and *R. E. Moore*. SOLICITORS, *D. R. Soames*; *Sharpe, Parker, & Co.*; *W. Grant Greig*.

(Reported by E. G. STILLWELL, Barrister-at-Law.)

FISHER v. THE BLACK AND WHITE PUBLISHING CO. (LIM.).

No. 2. 12th Dec.

COMPANY—FOUNDERS' SHARES—PROFITS AVAILABLE FOR DIVIDEND—MEMORANDUM—ARTICLES—TABLE A, CLAUSE 74.

This was an appeal from a decision of Kekewich, J. (reported *ante*, p. 99), which raised the question as to the rights of the holders of founders' shares in the profits made by the company. The capital of the company is £100,000 divided into 9,500 ordinary shares of £10 each and 500 founders' shares of £10 each. The action was brought by Mr. William Fisher, on behalf of himself and all the other holders of founders' shares, asking that the company, its directors and agents, might be restrained from carrying to a reserve fund a one-third share (or any part thereof) of the whole profits made by the company during the year ended the 31st of July, 1900, and remaining after a dividend of 15 per cent. on the ordinary shares issued by the company had been provided for, or dealing with the one-third share so as to prejudice or affect the right of the plaintiff and the other holders of founders' shares to have the same divided between them in proportion to the number of such shares held by them respectively. Clause 5 of the memorandum of association provides that as between the holders of the ordinary shares and the holders of the founders' shares the profits from time to time available for dividend shall be applicable as follows: (1) To the payment of a non-cumulative preferential dividend of 15 per cent. per annum on the capital paid up on the shares other than the founders' shares; (2) of the surplus, two-thirds shall be applicable to the payment of a further dividend on the capital paid up on the shares other than the founders' shares, and the remaining third shall be applicable to the payment of dividend on the founders' shares rateably. By the articles of association it is provided (clause 1) that the regulations contained in Table A in the first schedule to the Companies Act, 1862, except so far as thereby excluded or modified, should be deemed to be the regulations of the company; (clause 11) the holders of the ordinary shares shall be entitled to be paid out of the profits in each year as a first charge a non-cumulative preferential dividend at the rate of 15 per cent. per annum on the amount for the time being paid up on the ordinary shares held by them respectively; (clause 12) the surplus profits in each year shall be dealt with in manner following—that is to say, two-thirds shall belong to and be divided between or among the holders of the ordinary shares rateably in proportion to the amount for the time being paid up on the ordinary shares held by them respectively, and the remaining one-third shall belong to and be divided between the holders of the founders' shares in proportion to the number of shares held by them respectively. Some of the clauses of Table A are in express terms excluded by the articles, but clauses 72, 73, and 74 are not expressly excluded. Those three clauses are as follows: (72) "The directors may, with the sanction of the company in general meeting, declare a dividend to be paid to the members in proportion to their shares." (73) "No dividend shall be payable except out of the profits arising from the business of the company." (74) "The directors may, before recommending any dividend, set aside out of the profits of the company such sum as they think proper as a reserved fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining the works connected with the business of the company, or any part thereof; and the directors may invest the sum so set apart as a reserved fund upon such securities as they may select." The profits for the last year, after allowing for an interim dividend already paid, amounted to £13,225, and the directors proposed in the first place to pay a dividend of 12½ per cent. for the whole year to the holders of the ordinary shares and then (a) to carry over £2,179 7s., part thereof, in writing off a suspense account, and (b) £7,000, the balance thereof, to a reserve fund, thus ignoring any claim of the holders of founders' shares. On behalf of the defendants it was contended that the articles of association must be read together with clauses 72 and 74 of Table A, with the result that the "profits available for the purposes of dividend" referred to in the memorandum of association must be ascertained by and subject to the determination of the directors as provided by those clauses. Mr. Justice Kekewich, on a motion by the plaintiff for an interlocutory injunction, held that the memorandum conflicted with clauses 72 and 74 of Table A, and that those clauses were excluded by implication. Consequently the holders of founders' shares were entitled to an interlocutory injunction in accordance with their claim.

The company appealed. On the hearing of the appeal it was agreed that it should be treated as an appeal against a judgment for the plaintiff at the trial of the action, so that the point in dispute might be finally decided.

THE COURT (RIGBY, VAUGHAN WILLIAMS, and ROMER, L.J.J.) allowed the appeal.

RIGBY, L.J.—If the words in clause 5 of the memorandum of association, "profits from time to time available for dividend," mean exactly the same thing as "profits," there would be no reason for the introduction of the qualifying words "from time to time available." Clauses 11 and 12 of the articles clearly deal with the same subject-matter as clause 5 of the memorandum. It cannot have been intended to introduce a different ordinary rule for the division of profits from that which is contained in clause 5. Clauses 11 and 12 can only mean the profits which are available; not a share of gross profits, but a dividend to be paid out of profits. Profits must mean profits properly applicable for the payment of dividend. Clause 74 of Table A, which is not excluded, shews that this is so. One duty, perhaps the first duty, of the directors is to decide whether they shall set aside a reserve fund. When they have decided to do that the sum so set aside is no longer part of the profits "available" for dividend. From the moment this sum is set apart as a reserve fund, clause 5 of the memorandum and clauses 11 and 12 of the articles have nothing to do with it, and the directors can only deal for the purpose of dividend with the surplus of the profits which remain.

VAUGHAN WILLIAMS, L.J.—I agree. The real question is the construction of the words in clause 5 of the memorandum—"profits from time to time available for dividend." In my opinion these words mean the net profits after deducting all sums properly applied by the directors. The words cannot mean the net profit balance as shewn by the profit and loss account. If they do not mean that, there would seem to be no resting-place short of saying that they mean the net profits after deducting all sums properly deducted by the directors before they can arrive at the sum properly applicable to dividend. If they have power to appropriate and choose to appropriate part of the profits to the replacing of capital which had been applied to revenue purposes, it is not denied that they can do this. They have a discretion and may apply the whole of the profits in that way. This being so, the only question is, whether the application of part of the profit balance to the formation of a reserve fund to meet contingencies, is a proper application. I think that it is. It is admitted that it is a proper application if clause 74 of Table A forms part of the articles. Clause 74 is not expressly excluded from the articles. It can only be excluded if there is something inconsistent with it in the express provisions of the memorandum or articles. I can see nothing inconsistent so as to exclude clause 74.

ROMER, L.J., delivered judgment to the same effect.—COUNSEL, *Renhau, Q.C.*, and *Stewart Smith*; *Warrington, Q.C.*, and *Nepean*. SOLICITORS, *William Fisher*; *Dubois & Williams*.

(Reported by J. I. STIRLING, Barrister-at-Law.)

Re BORAX CO. FOSTER v. BORAX CO. No. 2. 30th Oct., 2nd Nov., 17th Dec.

COMPANY—DEBENTURES—FLOATING SECURITY—SALE OF WHOLE UNDERTAKING WITHIN TERMS OF MEMORANDUM—DISSENTIENT DEBENTURE-HOLDERS—ULTRA VIRES.

This case raised a question of great importance to debenture-holders in the case of a floating security, as to the right of a company to sell its whole undertaking to another company under the terms of its memorandum of association, and thus completely alter the nature of the debenture-holders' security. The Borax Co. was incorporated in 1887 for the purpose (*inter alia*) "to sell all or any part of the company's business or property, and to subscribe for, take, hold, distribute, allot, sell, or deal with . . . any debentures, shares, stocks, or securities of any other company, *société anonyme*, or other association or undertaking." In May, 1898, the company went into voluntary liquidation; and in July the court sanctioned a scheme of arrangement, which was declared to be binding upon all debenture-holders, and stopped all other and further proceedings in the voluntary winding up. Under this scheme the plaintiff, who had previously been the holder of 114 debentures of £100 each, was to receive 228 new debentures of £50 each, divided into two classes, all of which contained a charge by way of floating security, over the whole property, undertaking, and assets for the time being, whether present or future, of the company. On the 29th of November, 1898, the company entered into an agreement with a certain De Friese, for the sale to the latter, free from incumbrance, of the whole of its property and assets with the exception of certain securities to the value of about £23,000, for the consideration of £320,000, with a view to the whole undertaking being taken over and worked in the future by a proposed new company to be called Borax Consolidated. The purchase-money of £320,000 was to be paid, as to £100,000, either in cash or in the issue of 4½ per cent. debenture stock by Borax Consolidated to Borax Co.; as to £150,000, either in cash or by the allotment of fully paid-up preference shares in Borax Consolidated; and as to the remaining £70,000, by the allotment of fully paid-up ordinary shares in Borax Consolidated. By the same agreement the Borax Co. bound themselves for the future not to carry on their former business as manufacturers of, or dealers in, borax, &c., otherwise than in conjunction with, and for the benefit of, the new company. On the 10th of January, 1899, De Friese entered into an agreement with the trustee of the proposed new company for the sale to the new company of the whole undertaking, less the said securities for £23,000. On the 9th of February, 1899, the plaintiff issued his writ in the present action, claiming (*inter alia*) that the Borax Co. might be restrained from carrying out the proposed sale contained in the agreements of the 29th of

November, 1898, and the 10th of January, 1899, without first making proper provision for the payment of those debenture-holders who dissented from the contemplated transaction; and in the alternative, for foreclosure and sale. On the 21st of March, 1899, North, J., granted an interlocutory injunction in the terms already mentioned. On appeal, however, this decision was reversed, on the defendants paying into court, the sum of £16,800, which was sufficient to satisfy in any event the claim of all the dissentient debenture-holders; and the agreements for sale of the 29th of November, 1898, and the 10th of January, 1899, were accordingly carried out. At the trial of the action, Farwell, J., made a declaration that the plaintiff and his fellow dissenting debenture-holders had a charge upon the £16,800 paid into court and on all other assets of the Borax Co. not included in the sale to Borax Consolidated, in priority to all other debenture-holders. From this decision the Borax Co. now appealed, and it was urged on their behalf that the sale to Borax Consolidated, even though some of the debenture-holders dissented, was a perfectly legitimate proceeding having reference to the terms of their memorandum of association, and to the decision in *Wall v. London and Northern Assets Corporation* (47 W. R. 219; 1898, 2 Ch. 469). On the part of the respondents it was argued, on the contrary, that the defendants were not justified in so completely altering the nature of the plaintiffs' security: *Wallace v. Evershed* (1899, 1 Ch. 891), *In re German Date Coffee Co.* (30 W. R. 717, 20 Ch. D. 169), *In re Vivian & Co., Metropolitan Bank of England and Wales v. Vivian & Co.* (48 W. R. 636; 1900, 2 Ch. 654).

Dec. 17.—THE COURT (Lord ALVERSTONE, C.J., and RIGBY and VAUGHAN WILLIAMS, L.JJ.) allowed the appeal.

Lord ALVERSTONE, C.J.—In my opinion the Borax Co. will, notwithstanding the arrangement made with De Friese, still be carrying on some part of the undertaking contemplated by the memorandum of association, and could not be wound up. I also come to the conclusion that the company, in making the contracts objected to, have not acted *ultra vires* of their memorandum. It is contended, however, even though this be so, that the effect of these contracts is such that the transaction cannot be carried out without the assent of all the debenture-holders, and that, therefore, the non-assenting debenture-holders are entitled to payment in full. It seems to me that the right of the debenture-holders, who have only a floating charge, is clearly settled by the House of Lords in *Governments Stock and Other Securities Investment Co. v. Manila Railway Co.* (45 W. R. 353; 1897, A. C. 81). In my opinion, in order to enable the debenture-holders to insist on payment in such a case as this, they must shew, either that the act complained of is *ultra vires*, or that "the undertaking has ceased to be a going concern," or that their debentures give them an express right to veto the operations which the company are proposing to carry out within their powers. In my opinion the facts in this case do not support any of the above positions. I think, for these reasons, that Farwell, J., ought to have declined to give the plaintiffs any special rights in respect of the £16,800 brought into court, and ought to have treated them as having the same rights as those debenture-holders who assented. The appeal must be allowed with costs.

RIGBY and VAUGHAN WILLIAMS, L.JJ., delivered judgments to the same effect.—COUNSEL, *Swinfen Eady, Q.C.*, and *P. B. Abraham; Hughes, Q.C.*, and *Clauson*. SOLICITORS, *Clements, Williams, & Co.; Linklater & Co.*

[Reported by J. E. MORRIS, Barrister-at-Law.]

High Court—Chancery Division.

HOOPER v. KERR STUART & CO. (LIM.). Cozens-Hardy, J.
18th Dec.

COMPANY—NOTICE OF EXTRAORDINARY GENERAL MEETING—INVALIDITY OF NOTICE—SUBSEQUENT RATIFICATION.

Motion. This was a motion for an injunction to restrain the defendants, G. Hooper, C. Fox, and John Stuart, from excluding the plaintiff, W. T. G. Hooper, from acting as a director of Kerr Stuart & Co. (Limited), and from holding a meeting called in pursuance of a notice dated the 10th of December, 1900, and from expending the funds of the company in sending out stamped proxies containing the names of the defendants Hooper and Fox. The plaintiff became a director of Kerr Stuart & Co. on the 11th of July, 1895. About October, 1899, negotiations took place with regard to a release by the preference shareholders of their preference rights, and a deed was signed in October pursuant to a provision in the articles, by all the preference shareholders, including defendant Hooper, releasing their rights on the understanding that from the 31st of July, 1900, they were to be treated as ordinary shareholders. On the 22nd of October, 1900, at the general meeting of the company, resolutions were passed adopting the agreement between the preference shareholders and the company and sanctioning the issue of 40 additional shares of £10 each in the company. The plaintiff was not present at this meeting. Subsequently some correspondence took place between the plaintiff and the defendants, in which the plaintiff agreed to resign his directorship on certain terms, which he alleged were never carried out. On the 10th of December the defendants wrote to the plaintiff that "although the matter is, they are informed, a debatable one, they are willing to admit your claim to a seat on the board." On the same day the directors issued a circular to the shareholders accompanied by a notice calling an extraordinary general meeting of the company for the 18th of December, 1900, and also accompanied by a stamped form of proxy made out in favour of the defendants Hooper and Fox, such notice purporting to have been issued by order of the board. The plaintiff denied that he had had notice of any board meeting at which such notice was approved, nor was he present at any such meeting. The notice calling the meeting for the 18th of December contained the following resolution: "That Mr. W. T. G. Hooper, one of the directors of the

said company, be removed from his office of director, notwithstanding the fact that his period of office has not expired." On the 13th of December plaintiff received notice of a meeting of the board of directors for the following day. At this meeting, at which plaintiff was present, a resolution was carried that the directors should adopt, ratify, and confirm the action of the secretary in issuing the notice convening an extraordinary general meeting for the 18th of December. Counsel for the plaintiff contended that it was not competent for the directors to ratify the act of a person not having the proper authority to give notice.

COZENS-HARDY, J.—This motion raises an important point. The plaintiff is one of the directors of a company. The directors can be removed by a special resolution. Article 55 says, "The directors may, whenever they think fit, and they shall upon a requisition made in writing by two or more members of the company holding together at least one-sixth of the issued capital, convene an extraordinary general meeting." The requisition, according to this resolution, was signed and served on the company on the 10th of December. On the same day notice was issued for an extraordinary general meeting to be held on the 18th of December, at which a resolution was to be proposed that the plaintiff be removed from his office of director. In fact, there had been no meeting of the board after the receipt of the requisition. On the 14th of December a meeting of the board of directors was held, of which the plaintiff had notice, at which meeting a resolution was passed ratifying and confirming the action of the secretary in issuing the notice of the 10th of December. The question is, whether, although the notice had not been ratified beforehand, it has been so ratified now as to make it a good and valid notice. I think it has. I do not propose to go through the cases. The principle is that the ratification of an act purporting to be done by an agent on your behalf dates back to the performance of the act. I must treat this as an exercise by the board of directors of their duties under article 55. That being so, I refuse the motion as far as the injunction goes.—COUNSEL, *H. T. Eve, Q.C.*, and *G. Baldwin Hamilton; Vernon Smith, Q.C.*, and *Eustace Smith*. SOLICITORS, *Bonner, Thompson, Burnie, & Co.; Morse, Hewitt, & Forman*.

[Reported by J. H. DAVIES, Barrister-at-Law.]

Solicitors' Cases.

Re GRAY AND OTHERS (Solicitors). Cozens-Hardy, J. 11th Dec.

SOLICITORS—TAXATION—COSTS—MINING LEASE—NEGOTIATIONS—THIRD PARTY ORDER.

This was a summons by lessees to review the taxation of a bill of costs of the lessor's solicitor; and the question was with reference to the liability of the lessees for certain items for preliminary negotiations which were included in the bill, and in particular for fees paid to a mining expert and correspondence with him, and whether this liability was altered by reason of a third party order to tax having been obtained. Being a mining lease, it was admitted that the scale fee did not apply. In March, 1900, the lessees obtained the usual third party order for taxation, but the master allowed the items for negotiations, &c. The cases of *Re Negus* (1895, 1 Ch. 73) and *Re Holliday and Godlee (Solicitors)* (1888, 58 L. T. 301) were referred to in the course of the argument.

COZENS-HARDY, J., held that, having regard to the authorities on the position of a lessee at common law with reference to the costs of a lease, if the lessor in this case had paid his solicitor's bill and then sued the lessee he could not have recovered anything antecedent to the instructions for the lease, and in particular could not have recovered the fees paid to the mining expert. And the third party order did not alter or enlarge the scope of the liability upon the existence of which the order was based. This view was supported by in *Re Negus* (1895, 1 Ch. 73), of which the governing idea seemed to be that even on a third party taxation the court was bound to look at the nature of the items, and to consider whether, apart from the order, the applicant was under any liability to pay them. His lordship, in the result, referred the bill back to the taxing-master to revise his taxation in accordance with this intimation.—COUNSEL, *Eve, Q.C.*, and *Romer; Vernon Smith, Q.C.*, and *MacSweeney*. SOLICITORS, *Robbins, Billing, & Co.; Bell, Brodrick, & Gray*.

[Reported by A. GYNNER-JONES, Barrister-at-Law.]

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

NOTICE.

In pursuance of the resolution passed at the adjourned annual general meeting of the society held the 15th of July, 1881, to the effect that meetings of the society should be held in January and April, I am directed to inform you that a special general meeting of the members of the society will be held in the hall of the society on Friday, the 25th of January, 1901, at 2 p.m. precisely.

Members who desire to move resolutions should give notice of them to the secretary on or before the 3rd of January, 1901, as it will be necessary to include them in the notice convening the meeting.

By Order,

(Signed) E. W. WILLIAMSON, Secretary.

December 17, 1900.

UNITED LAW SOCIETY.

Dec. 17.—Mr. R. C. Nesbitt in the chair.—Mr. P. B. Walsley moved: "That the House condemn the prohibition by the Legislature of women

from sitting as members of the new Borough Councils." Mr. W. J. Boycott opposed. There also spoke: Messrs. Workman, Hicks, Weigall, Champness, Tebbutt, Blake, and Williams. The motion was lost.

PROPOSED ENGLISH INSTITUTE OF LEGAL ASSISTANTS.

A large and influential meeting of solicitors' clerks was held on Friday last in the rooms kindly lent for the occasion by the Incorporated Law Society of Liverpool, with the object of considering the question of formation of an association of solicitors' clerks, barristers' clerks, and other assistants of members of the legal profession, for the purpose of promoting the well-being of the members both collectively and individually, by the following means:

(a) Assisting in giving an effective training in various departments of professional work and awarding certificates of proficiency;

(b) Finding new openings for the employment of trained legal assistants;

(c) Increasing the friendly relations now existing between employers and employed in the legal profession;

(d) Aiding unfortunate members and those dependent upon them;

(e) Promoting social intercourse between the members;

(f) Taking any other action that may appear desirable.

Mr. ARTHUR S. MATHER (president of the Liverpool Incorporated Society) presided, and spoke in favour of, and pointed out the advantages to be gained by, such an association.

A number of letters from solicitors' clerks in Birkenhead, Chester, Warrington, Southport, St. Helens, Wigan, and Runcorn were read expressing regret at not being able to attend, at the same time stating they approved of the object of the association and promising their support.

After several clerks had spoken in favour of the association, it was unanimously resolved: "That the meeting is of opinion that it is desirable to appoint a committee with authority to take such steps as may be necessary to amalgamate with other towns with the object of forming a branch of the English Institute of Legal Assistants."

A committee of fifteen was then appointed, and Mr. D. R. Middleton, of 6, Commerce Chambers, Lord-street, Liverpool, was appointed secretary. The meeting concluded with a vote of thanks to the chairman.

We understand that the conveners of the meeting have every reason to be satisfied with the manner in which the proposal for the formation of the society was received, and they consider that if the same spirit prevails in other large towns the success of the scheme should be assured. The value of combination is so widely recognized by the legal profession (as is evidenced by the existence of the Bar Council, the Incorporated Law Society, U.K., and the large number of local societies in the provinces), that there is reason to hope that, if a society on the lines proposed is formed, it will have the sympathy of both the bar and solicitors.

BARRISTERS' BENEVOLENT ASSOCIATION.

The annual general meeting of this association was held on the 12th inst. In the absence through illness of the Attorney-General, the chair was taken by Mr. E. L. LEVETT, Q.C.

Mr. R. B. D. ACLAND, the hon. treasurer, read the annual report, which stated that the donations and subscriptions received during the year amounted to about £1,970. The late Sir Charles Hall had bequeathed to the society the sum of £1,000. During the year 140 applications for assistance were made, 119 being granted. The total amount distributed was £2,569. The committee regretted to report that the result of the investigation made by the accountants was to show a deficiency in the cash balance of about £300. After careful consideration, the committee felt it their duty to dismiss the late assistant secretary, and prosecute him for embezzlement. The loss to the society was practically confined to the costs of the prosecution and the accountants' charges, the cash deficiency being very nearly replaced by the amount received from the Guarantee Society upon a policy of insurance for fidelity.

The CHAIRMAN, in moving the adoption of the report and accounts, said that they had had a large number of applications for help during the year, and in nearly every case they had been able to afford some relief.

Mr. MACBRY, Q.C., seconded the motion for the adoption of the report, which was carried.

Sir E. CLARKE, Q.C., in moving the election of a committee of management for the ensuing year, hoped that before long the society might be associated with the work of the General Council of the Bar, so that they might bring its claims a little more fully before the profession.

The committee were appointed, and the auditors having been re-elected, the meeting closed with votes of thanks to the officials and chairman.

LAW STUDENTS' JOURNAL.

THE INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.—NOVEMBER, 1900.

At the Examination for Honours of candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction:—

FIRST CLASS.

[In order of Merit.]

1. WILFRED JOHN ANDERSON, B.A. (Oxon.), who served his clerkship with Mr. Henry Thomas Brown, of Chester; and Messrs. Busk, Mellor, & Norris, of London.

2. CHARLES ERNEST HORTON, who served his clerkship with Mr. Arthur McDonald Hannay, of Liverpool.

3. ROBERT HANCOCK, B.A., B.C.L. (Oxon.), who served his clerkship with Messrs. Jerman & Thomas, of Exeter; and Messrs. Geare & Pease, of London.

SECOND CLASS.

[In Alphabetical Order.]

George Bertie Brooks, who served his clerkship with Mr. Alfred Robert Orton Gery, of London.

Frederic Maurice Goadby, who served his clerkship with Mr. Henry Morten Turner, of the firm of Messrs. Sedgwick, Turner, & Oddie, of Watford; and Mr. Edmund Whitelock Reeves, of London.

William Robinson Harrison, who served his clerkship with Mr. Edmund Barker, of the firm of Messrs. Harrison & Barker, of West Hartlepool.

John William Hives, who served his clerkship with Mr. Charles Craddock Underwood of the firm of Messrs. Underwood, Son, & Piper, of London.

Arthur Ellis McConnan, who served his clerkship with Mr. Charles Edward Stevens, of the firm of Messrs. Alsop, Stevens, Harvey, & Crooks, of Liverpool.

Thomas Smith Starkie, who served his clerkship with Mr. George Edward Hindley Magge, of Batley.

Elliot Crowdon Thomas, B.A., LL.B. (Camb.), who served his clerkship with Mr. Stephen Adey Ram, of the firm of Messrs. Bridges, Sawtell, & Co., of London.

Howard Winnett, who served his clerkship with Mr. Charles Edward Halten, of Gravesend; and Messrs. Harries, Wilkinson, & Raikes, of London.

THIRD CLASS.

[In Alphabetical Order.]

James Havel Bullock, who served his clerkship with Mr. George Davey Stibbard, deceased; and Mr. Andrew James Matthews Duncan, both of the firm of Messrs. Stibbard & Gibson, of London.

Eric Clarke, who served his clerkship with Mr. George Parker Hinds, of Goudhurst; and Messrs. Lee, Ockerby, & Everington, of London.

George William Dampney, who served his clerkship with Messrs. Watts, of Yeovil; and Messrs. Robins, Hay, Waters, & Hay, of London.

Daniel John Davies, who served his clerkship with Mr. John Aeron Thomas, M.P., of the firm of Messrs. Aeron, Thomas, & Co., of Swansea.

Frank Morley Farmer, LL.B. (Lond.), who served his clerkship with Mr. Joseph Henry Farmer, of Bootle; and Messrs. Sharpe, Parker, Pritchards, Barham, & Lawford, of London.

George Percy Goodall, who served his clerkship with Mr. John Alfred Henderson Green, of the firm of Messrs. Green & Williams, of Nottingham.

Hartley Graham, B.A. (Oxon.), who served his clerkship with Mr. George Frederick Saul, of the firm of Messrs. S. G. & G. F. Saul, of Cardiff.

John William Hallam, who served his clerkship with Mr. Arthur Wright, of the firm of Messrs. Wright & Marshall, of Birmingham.

Peter Berrie Henderson, B.A. (Oxon.), who served his clerkship with Mr. Henry Martin Holman, of the firm of Messrs. Parker, Garrett, & Holman, of London.

George William Windgate Morris, who served his clerkship with Mr. James Inskip, of the firm of Messrs. Press, Inskip, & Press, of Bristol.

Thomas Howard Redfern, who served his clerkship with Mr. George Charles Gardiner, of the firm of Messrs. Griffith & Gardiner, of London.

Thomas Price Thomas, who served his clerkship with Mr. John Nash Leigh, of the firm of Messrs. Leigh & Harles, of Cardiff.

The Council of the Incorporated Law Society have according given Class Certificates and awarded the following prizes of books:—

To Mr. Anderson—Prize of the Honourable Society of Clement's-inn—value about £10; and the Daniel Reardon Prize—value about 20 guineas.

To Mr. Horton—The Prize of the Honourable Society of Clifford-inn—value 5 guineas.

To Mr. Hancock—The Prize of the Honourable Society of New-inn—value 5 guineas.

To Mr. Eric Clarke—The John Mackrell Prize—value 12 guineas.

The Council have given Class Certificates to the candidates in the Second and Third Classes.

Eighty-five candidates gave notice for the examination.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY IN THE YEAR 1900.

SPECIAL PRIZES OPEN TO ALL CANDIDATES.

Scott Scholarship.—Henry Gibson Rivington, B.A. (Oxon.), being, in the opinion of the Council, the candidate best acquainted with the Theory, Principles, and Practice of Law, they have awarded to him the Scholarship founded by Mr. James Scott, of Lincoln's-inn-fields. Mr. Rivington served his clerkship with Mr. Albert Gibson, of London, and obtained the prize of the Honourable Society of Clement's-inn, the Daniel Reardon Prize, and the John Mackrell Prize, at the Honours Examination held in June 1900.

Broderip Prize.—Frederic Maurice Goadby, being first in order of merit, and having shown himself best acquainted with the Law of Real Property and the Practice of Conveyancing, passed a satisfactory examination, and attained honorary distinction, the Council having awarded to him the prize consisting of a gold medal, founded by Mr. Francis Broderip, of Lincoln's-inn. Mr. Goadby served his clerkship with Mr. Henry Morten Turner, of Messrs. Sedgwick, Turner, & Oddie, of Watford; and Mr. Edmund Whitelock Reeves, of London.

LOCAL PRIZES.

Timpron Martin Prize for Candidates from Liverpool.—Arthur Ellis McConnan, from among the candidates from Liverpool, who served two-

thirds of his period of service there, having passed the best examination and attained honorary distinction, the Council have awarded to him the gold medal founded by Mr. Timpron Martin, of Liverpool. Mr. McConnan served his clerkship with Mr. Charles Edward Stevens, of the firm of Messrs. Alsop, Stevens, Harvey, & Crooks, of Liverpool, and obtained second class honours at the Honours Examination held in November, 1900.

Atkinson Prize for Candidates from Liverpool or Preston.—Alfred Horswill Jackson, from among the candidates from Liverpool or Preston, having shown himself best acquainted with the law of real property and the practice of conveyancing, otherwise passed a satisfactory examination, and attained honorary distinction, the Council have awarded to him the gold medal founded by Mr. John Atkinson, of Liverpool. Mr. Jackson served his clerkship with Mr. Joseph Cooper, of Preston, and obtained second class honours at the Honours Examination in January, 1900.

Birmingham Law Society's Gold Medal.—The examiners reported that there was no one qualified to take this prize.

Birmingham Law Society's Bronze Medal.—Ernest Alfred Sheldon, being first in order of merit among the candidates who are entitled to members of the Birmingham Law Society, and having attained honorary distinction, the Council have awarded to him the bronze medal of the Birmingham Law Society. Mr. Sheldon served his clerkship with Mr. Alfred Henry Coley, of the firm of Messrs. Coley & Coley, of Birmingham; and Mr. William Parkes Travis, of the firm of Messrs. Perry & Travis, of Stourbridge, and obtained second class honours at the Honours Examination held in April, 1900.

Stephen Heelis Prize for Candidates from Manchester or Salford.—The examiners reported that there was no one qualified to take this prize.

The Mellersh Prize.—Reginald Marr Brydone, B.A. (Oxon.), from among candidates who have been entered in the counties of Surrey or Sussex, or who are the sons of solicitors who have resided or practised in either of those counties, having shown himself best acquainted with the Law of Real Property and the Practice of Conveyancing, the Council have awarded to him the prize founded by the late Mr. Robert Edmund Mellersh, of Godalming. Mr. Brydone is the son of Mr. H. G. Brydone, of Petworth, Sussex, and served his clerkship with Mr. Arthur Melmoth Walters, of the firm of Messrs. Walters, Deverall, & Co., of London, and obtained the prize of the Honourable Society of New-inn at the Honours Examination held in January, 1900.

LEGAL NEWS.

APPOINTMENTS.

Mr. F. GIFFARD, barrister (secretary to the Lunacy Commission), has been appointed one of the Commissioners in Lunacy, in the place of Mr. Frere, deceased.

Mr. LAURENCE MORTON BROWN has been appointed Recorder of Gloucester, in the place of his Honour Judge Alfred Young, deceased.

Mr. R. F. COLAM, barrister, has been appointed Recorder of Croydon, in the place of the late Mr. R. G. Glenn.

GENERAL.

It is announced that Lord Roberts has accepted an invitation to dine at the Middle Temple on Tuesday, the 29th of January next, the Grand Day of Hilary Term.

The Lord Chief Justice has fixed the following commission days for holding the winter assizes on the first part of the South-Eastern Circuit, viz: Huntingdon, Saturday, the 12th of January; Cambridge, Tuesday, the 15th of January; Ipswich, Monday, the 21st of January; Norwich, Saturday, the 26th of January; Chelmsford, Tuesday, the 5th of February. After Chelmsford the Lord Chief Justice will return to town, and Mr. Justice Grantham will take the second part of the circuit.

The Lord Chief Justice, Lord O'Brien, made, says the *New Irish Jurist*, an appeal in his court on last Monday for good humour. His lordship was presiding at the hearing of an action for negligence of a somewhat technical character, and counsel were fencing over the decided cases. "Look here," said Lord O'Brien, "let us preserve our good humour; believe me, there is nothing in life half so useful as good humour," and counsel on both sides at once concurred, and the case proceeded in that harmonious and pleasant manner which usually characterizes the hearing of cases in the Lord Chief Justice's court.

In reply to a resolution of the Association of Chambers of Commerce, asking for an inquiry into the grievances of merchants and others with respect to the state of the law affecting trade-marks, Mr. F. J. S. Hopwood writes (says the *Times*), "I am to acquaint you that while, as at present advised, the President of the Board of Trade is not prepared to initiate trade-mark legislation next Session, he would be happy to give consideration to the proposals in the Trade-marks Bill if it were introduced as a private member's Bill, and he would also, in order to insure inquiry, carefully consider the propriety of consenting to a reference of the Bill to a Select Committee."

Mr. A. Waterhouse, the eminent architect, writes to the *Times* stating that: "It is, I understand, in contemplation to bring forward the new offices of the Land Registry (sixty feet high with two storeys in the roof) to within four feet of the public footway (in Lincoln's-inn-fields), that is to say, projecting into the forecourt twenty-eight feet beyond the general building line. This would, undoubtedly, in itself materially interfere with the public gardens in the centre of the square, and would, I conceive, pave the way for the owners of all the other houses on the south side to do the same thing and so reduce the value of the gardens as a sunny and breezy recreation ground."

Mr. Justice Wright has fixed the following commission days for holding the winter assizes on the Oxford Circuit, viz: Reading—Wednesday, January 30; Oxford—Saturday, February 2; Worcester—Wednesday, February 6; Gloucester—Tuesday, February 12; Monmouth—Tuesday, February 19; Hereford—Saturday, February 23; Shrewsbury—Wednesday, February 27; Stafford—Wednesday, March 6; Birmingham—(probably) Wednesday, March 13. Mr. Justice Wright will go round the circuit alone until Stafford is reached, when he will be joined by Mr. Justice Phillimore. At the conclusion of the business at Stafford Mr. Justice Wright will return to London, and Mr. Justice Phillimore will proceed to Birmingham, where he will join Mr. Justice Ridley.

The Master and Fellows of Gonville and Caius College, Cambridge, entertained at dinner, on Saturday last, Mr. Justice Joyce, Honorary Fellow and formerly Fellow of the college, on his appointment to a judgeship in the High Court of Chancery. Among the guests were the new Master of Peterhouse and other Masters of Colleges, professors, and many non-resident members of the college mainly connected with law. And on Monday the learned judge was entertained at a complimentary dinner at the Café Royal by a number of his former pupils, in celebration of his recent appointment to the bench. Mr. Hughes, Q.C., presided, and among those present were Mr. Wedderburn, Q.C., the Hon. Frank Russell, the Hon. Walter Lindley, Mr. R. J. Parker, Mr. Guthrie, Mr. Clauson, Mr. Stirling, and Mr. S. Joyce.

Juries, says the *St. James's Gazette*, have more than once added to the gaiety of cities by their curious verdicts, and the strange decision of a Chelsea jury the other day does not stand alone. A Welsh coroner not long ago recorded a verdict on the death of a woman that she "fell into the Glamorganshire canal, whereby she died, and being of unsound mind did kill herself." A Leicester jury was even more inexplicable. It returned a verdict of "wilful murder" against a man, but added a rider to the effect that the jury did not believe he intended to kill the victim! But both these "good twelves and true" must give first place to the jury which arrived at an amazing decision in a case of damages for negligence. The jury found that a man fell downstairs in the dark, but agreed that the darkness was not due to the defendant's negligence. The plaintiff was, nevertheless, awarded £5, and it was suggested that the employer should erect a notice warning persons against falling down the stairs—presumably in the dark!

THE PROPERTY MART.

RESULT OF SALE.

REVERSIONS AND LIFE POLICIES.

MESSRS. H. E. FOSTER & CRANFIELD held their last Periodical Sale (No. 681) of the year (and century) at the Mart, E.C., on Thursday, when the major portion of the lots offered were sold. There was keen competition for Lot 5 (described below), which was sold for £3,750. The total of the Sale was £7,280.

REVERSIONS:

Absolute to One-fifth of about £982, and Four-fifths of the £133; life 74	Sold	135
Absolute to One-sixth of £5,373; life 67	"	425
To Thirty-three-Sixty-fourths of £7,110; six lives, 31 to 61	"	1,530
Absolute to One-sixteenth of £146,021; life 57	"	3,750

LIFE POLICIES:

For £1,000; life 66	"	460
For £2,000; life 61	"	1,000

WINDING UP NOTICES.

London Gazette.—FRIDAY, DEC. 14.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

COVENTRY WHEEL CO. LIMITED—Creditors are required, on or before Jan 26, to send their names and addresses, and the particulars of their debts or claims, to Joseph Ashley, Bishop st, Coventry. Maddocks, Coventry, solrs for liquidator.

F. J. JONES & CO. (CHESTER), LIMITED—Creditors are required, on or before Jan 22, to send their names and addresses, and the particulars of their debts or claims, to Edward Noel Humphreys, Chester. Walker & Co, Chester, solrs to liquidator.

HAMPSHIRE BRICK AND TILE CO. LIMITED—Peta for winding up, presented Dec 10, directed to be heard on Jan 16. Kings'ord & Co, 23, Essex st, Strand, for Harvey & Clarke, Leicester, solrs for petra. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 15.

J. S. LEACH & CO. LIMITED—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Edward Wynne Donovan, Hilton House, Fretwich, Lancs. Salomonson & Smith, Manchester, solrs to liquidator.

JAMES WARD & CO. (SHEFFIELD), LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Frederick Bedford, Queen st chmbrs, Sheffield.

MID-KENT COAL SYNDICATE, LIMITED—Creditors are required, on or before Jan 10, to send their names and addresses, and the particulars of their debts or claims, to William H. Pannell, 13, Basinghall st.

ROSEN'S, LIMITED—Creditors are required, on or before Dec 31, to send in their names and addresses, and the particulars of their debts or claims, to Thomas Frederick Armstrong, 89, Gresham st. James & Mellor, 12, Coleman st, solrs to liquidator.

RYMER & SONS, LIMITED—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Francis Drake Leslie and Charles Gasquet, 35, Church st, Cambridge circus. Gasquet & Metcalfe, 94, Great Tower st, solrs for liquidators.

S. KNOWLES & CO. LIMITED—Creditors are required, on or before Jan 15, to send their names and addresses, and the particulars of their debts or claims, to Evan Williams, 41, John Dalton st, Manchester. Addleshaw & Co, Manchester, solrs to liquidator.

SHAW BROTHERS (COVENTRY), LIMITED—Creditors are required, on or before Jan 26, to send their names and addresses, and the particulars of their debts or claims, to Thomas Mason Daffern, Little Park st, Coventry. Maddocks, Coventry, solrs for liquidator.

WIGAN TROTTERING AND ATHLETIC GROUND CO. LIMITED—Creditors are required, on or before Jan 15, to send in their names and addresses, and the particulars of their debts and claims, to Frederick Arrowsmith, Newsham bldgs, 18, King st, Wigan.

London Gazette.—TUESDAY, DEC. 18.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

GREEN & CO. LIMITED (Jobmasters)—Peta for winding up, presented Dec 11, directed to

be heard Jan 16. Nowell, 27, Chancery lane, solor for petner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Jan 15

HANDFORTH BLEACHING CO. LIMITED—Creditors are required, on or before Jan 29, to send their names and addresses, and the particulars of their debts or claims, to Thomas William Handley, 44, Booth st, Manchester

HAURAKI (N Z) ASSOCIATED GOLD MINES, LIMITED—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to William Antrobus Luning Pinebury House, Blomfield st, Biale & Payne, 22, Budget row, Cannon st, solors to liquidator

IRKDALE BLEACH WORKS CO. LIMITED—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims to Edward Paterson, 45, Spring grds, Manchester Orford & Sons, Manchester, solors to liquidator

LYLE CO. LIMITED (OLD COMPANY) (VOLUNTARY LIQUIDATION FOR PURPOSES OF RECONSTRUCTION ONLY)—Creditors are required, on or before Jan 18, to send their names and addresses, and the particulars of their debts or claims, to Raymond Crane 54, Gresham st, Armitage & Strouts, Monument Station bldgs, solors to liquidator

MACROB AND DISTRICT ELECTRIC LIGHTING SYNDICATE LIMITED—Creditors are required, on or before Jan 19, to send their names and addresses, and the particulars of their debts or claims, to Henry Shaw, 43, Rosamond st East, Manchester. Lawson & Co, Manchester, solors to liquidator

RECORDING TELEGRAPHS, LIMITED—By an order made by Wright, J. dated Nov 31 it was ordered that the voluntary winding up of the Recording Telegraphs Limited, be continued. Madrasa, 6, Old Jewry, solors for petners

REIA INSULTS SYNDICATE, LIMITED—Ptns for winding up, presented on Dec 14, directed to be heard on Jan 18. Linklater & Co, 3, Bond st, Walbrook, solors for petners. Notice of appearing must reach Messrs Linklater & Co not later than 6 o'clock in the afternoon of Jan 16

ROYAL OAK OF HAINAUKI, LIMITED—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims to Edward William Felgate, 63 and 64, New road at

SAN CEBRIAN RAILWAY AND COLLIERIES CO. LIMITED—Creditors are required, on or before Jan 26, to send their names and addresses, and the particulars of their debts or claims, to William Barclay Post, 3, Lothbury

STAFFORDSHIRE ORCHESTRAL CO. LIMITED—Creditors are required, on or before Tuesday, Jan 1, to send their names and addresses, and the particulars of their debts or claims, to Richard Eeroyd Clark, 17, Albion st, Hanley. Jackson, solor for liquidator

FRIENDLY SOCIETIES DISSOLVED.

BLACKLEY CHURCH FRIENDLY SOCIETY, Blackley Church Sunday school, Blackley, Manchester. Nov 57

BLAKENHALL WORKING MEN'S CLUB, 14 and 15, Moor st, Blakenhall, Wolverhampton, Stafford. Dec 4

CAMBRIDGE BUILDERS, LIMITED, Friendly Societies Institute, Cambridge Dec 4

LOVERS OF ZION COLONIZATION SOCIETY, LIMITED, 59, Brick lane, Spitalfields. Dec 5

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 7.

ALLEN, WILLIAM, Ancoats, Manchester, Engineer Jan 7 Allen v Allen, Registrar, Manchester Edgar, Booth st, Manchester

MAVOR, PERCY WILLIAM, St Helen's gds, North Kensington, Engineer Jan 23 Mavor v Mavor, Byrne, J. Bys, Golden sq

London Gazette.—FRIDAY, Dec. 14.

FRENCH, WILLIAM HENRY, Ashford, Kent, Gent Jan 9 Mowll v French, Cozens-Hardy, J Hallett & Co, Ashford

HURLEY, ASHEROLD, Griffleton rd, Malda Vale, Retired Builder Jan 25 Molin v Hurley, Kekewich, J Chapman, Clifford's inn

LAWRENCE, BENJAMIN, Weston super Mare, Gent Jan 10 Warman v Lawrence, Cozens-Hardy, J Trehowan, Salisbury, Wilts

REDMAN, JOSEPH HENRY, Wimpole st, Dental Surgeon Jan 14 Warton v Redman, Kekewich, J Keith, Chancery ln

London Gazette.—TUESDAY, Dec. 18.

NICHOLSON, RICHARD, Easington ln, Durham, Farmer Jan 11 Nicholson v Scott Marshall, Durham

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Dec 4.

ARCHER, RICHARD, Little Bourton, Oxon Jan 4 Fairfax, Banbury

BAILEY, MARY ANN, Preston Dec 22 Blackhurst, Preston

BENTHALL, REV OCTAVIUS ARTHUR, Sherborne, Dorset Dec 31 Preston & Co, Lincoln's inn fields

BERKEFORD, MARCUS WILLIAM DE LA POKE, Soyedocks, Kent Jan 6 Powell & Burt, St Swithin's ln

BOLAN, ELIZABETH, Rothbury, Northumberland Jan 31 Brown & Son, Newcastle on Tyne

BOOTH, WILLIAM, Shipley, Auctioneer Dec 31 Morgan & Morgan, Shipley

CRUTTY, CLARA, Haslemere, Surrey Jan 1 White, Guildford

CLOWERS, SOPHIA, Kensington Dec 31 Sandilands & Co, Fenchurch av

DRAKE, EDWARD, Winchester Dec 29 Barnes, Kingdome, Newbury

DUGMORE, FRANCIS SANDYS, Monham, Ess: African Protectorate Jan 1 Martin, Basinghall st

EVANS, CHARLES, Llanfair-Caeleision, Montgomery Dec 20 Woomnam, Newtown

HAXTON, HENRY, Nately, nr Garstang, Lancs, Estate Agent Dec 22 W & A Blackhurst, Preston

FORD, RICHARD WILLIAM, Portsmouth, Solicitor Dec 31 Ford & Ford, Outer Temple, Strand

FORK, THOMAS, Birkenhead, Cheshire Jan 15 Lamb & Co, Birkenhead

GIRLING, JOHN WELLES, Thorington Hall, Essex, Farmer Dec 20 Howard & Co, Colchester

GIDDERS, ELLEN WORSLEY, Stafford Dec 22 Hand & Co, Stafford

JONES, EDWARD STEWART, Shipowner, Brighton Dec 25 Peacock & Co, Liverpool

KRAMLEY, WILLIAM, Cleveland, York, Miller Dec 31 Carrick, Stokesley

KEY, AUGUSTUS COOPER, Wilton pl, Balgrays sq Dec 28 Durham & Co, Arundel st, Strand

KIDMAN, JAMES, Haslow, Bedford Dec 15 Hawkins & Co, Hitchin, Herts

KIRBY, FREDERICK WILLIAM, Brighton Jan 14 Scott & Co, Abchurch ln

MCCORMICK, LAKE, Bournemouth Dec 31 Prior, Norwich

MILBURN, JOSEPH, Marlborough, Wilts Jan 15 Phillips & Turnbull, Newcastle upon Tyne

MORRIS, CLAUDE JOHN, Buxton, Wine Manufacturer Jan 8 Dendy & Patterson, Manchester

MULLER, GEORGE, Bexley, Kent Jan 15 Savery & Stevens, Fen ct, Fenchurch st

NARBOLD, JOHN, Alvedchurch, Worcester, Tailor Dec 25 Tunbridge, Redditch

NEWT, MARY, Devonport Dec 25 Graves, Plymouth

OWEN, THOMAS, Tavarannach, Brecon Dec 18 Spencer, Tredegar

PARKER, EDWARD HOWARD, Fulbeck Heath, Lincoln, Farmer Dec 31 Andrew & Thompson, Lincoln

POTTS, GEORGE CALDER, Gateshead, Durham, Wine and Spirit Merchant Jan 18 Swinburne, Gat shed

ROOM, HOWARD HENRY, West Kensington Dec 31 Welmar & Sons, Southampton st, Bloomsbury

SHEVELL, MISS OCTAVIA, Cheltenham Jan 15 Winterbothams & Gurney, Cheltenham

SMITH, GEORGE, Sutton Coldfield, Warwick Jan 1 Lewis & Sons, Walsall

SMITH, WILLIAM, Bristol, Merchant Jan 15 Miller & Son, Bristol

SMITH, JOHN, Lancaster, Durham, Licensed Victualler Dec 31 Balleny, Consett

SPIERIN, ALFRED, Bilton, Glos, Farmer Jan 12 Stanley & Co, Bristol

SWIFT, ANNA, Lincoln Feb 1 Hebb, Lincoln

TAYLOR, JOHN WILLIAM, Smethwick, Stafford, Brewer Jan 7 Glaisyer & Co, Birmingham

TIFFANY, SARAH, Leeds Dec 31 Beldon & Ackroyd, Bradford

WHITE, ELIZA, Wimbore, Dorset Jan 31 Lawrence & Sons, Raymond bldgs

WILBOURN, WILLIAM, Norbiton, Surrey Jan 4 Cronin & Son, Southampton st, Bloomsbury

WILEMAN, JAMES FREDERICK, Stafford Feb 1 Paddock & Sons, Hanley

WILLIAMS, ANN, Rotherham, York Dec 19 Gichard Rotherham

WILLOUGHBY, HENRY WILLIAM, King's Heath, Worcester Dec 25 Herd & Nutt, Birmingham

WOOD, WILLIAM DYSON, Oxford, Surgeon Jan 8 Peppercorn, Oxford

WRIGHT, JAMES EDWARD HANSON, ARROWSMITH, Stevenage, Herts, Bill Broker Jan 21

YOUNG, WILLIAM FRANCIS JOSEPH, Herts Jan 12 Hawke & Co, Borough High st

London Gazette.—FRIDAY, Dec. 7.

ATKINSON, ELIZA, Great Marlow, Bucks Jan 12 Sparks & Blake, Crewkerne

BICKLEY, ELIZABETH, Exeter Jan 7 Sparks & Co, Exeter

BORDEN, ALICE, Barton on Humber Jan 16 Nowell & Co, Barton on Humber

BURR, RICHARD, Ashton under Lyne Jan 5 Richards & Hurst, Ashton under Lyne

BORTON, EDWARD, Cropredy, Oxfr rd, Farrier Dec 24 Stockton & Sons, Banbury

BREADLEY, THOMAS, Llangefni, Anglesey Jan 25 Lawson & Co, Manchester

CARROLL, WALTER GEORGE WILLIAM, City rd Dec 31 Ginn & Matthew, Cambridge

CLARK, MARY, Byfield, Northampton Dec 31 W F & W Willoughby, Daventry

CONSTANTINE, ROBERT, Middleborough Jan 5 Crump & Son, Flapd 1-10

COOPER, MARY, Moonstone, Southampton Dec 31 Gater, Bishop's Waltham

CRUMP, SARAH, Liverpool Dec 19 Read & Brown, Liverpool

EVANS, CAROLINE, Moreton Hampstead, Devon Jan 1 Lloyd & Roberts, Ruthin

EVANS, CHARLES, Llanfair Caeleision, Montgomery Dec 20 Woomnam, Newtown

FOWLER, WILLIAM CHARLES, Hoxton, Licensed Victualler Jan 5 Batchelor & Cousins, Walbrook

FRANCIS, SARAH, Cambridge Jan 14 Ginn & Matthew, Cambridge

FAY, RHODA TRYPHENA, Southampton Dec 31 F I & J C Warner, Winchester

GODDARD, ALFRED, Ipswich, Musician Jan 7 King, Ipswich

GODDARD, ELIZABETH, Sandbach Chester Feb 1 F J & C Poole, Widnes

GOUGH, JOHN HILL, Souldern, Oxford, Barrister Jan 14 Pellatt & Pellatt, Banbury

GOYKE, JAMES, Chacewater, Cornwall, Mining Engineer Dec 18 Paul, Truro

GRAHAM, MISS MARY ANN, St Leonard's on Sea Jan 1 Hunter & Haynes, New sq

GUILLE, HENRY STEVENS LE MARCHANT, Crowhill, nr Plymouth Jan 1 Stubbs, Old Jewry

HAYMAN, SAMUEL AUGUSTINE, Clevedon, Somerset, Surgeon Den't Jan 10 Sturge, Bristol

HEWITT, SARAH ANN, West Bromwich Jan 15 Evans, Walsall

HILL, WILLIAM EDMUND, Tottenham Court rd, Dental Surgeon Jan 21 Rooks & Sons, Lincoln's inn fields

HOWARD, EDWARD JOHN, Cardiff Jan 19 Downing & Handcock, Cardiff

HYDE, JOSEPH, Sedgley, Stafford Jan 1 J & L Clark, West Bromwich

INNES, JOHN MAC, South Hackney Jan 5 Christian, Leyton, Essex

JACKSON, SARAH, Kings Norton, Worcester Jan 21 Mason & Son, Birmingham

KEAST, JUDITH, Felkistowe, Suffolk Jan 1 Leighton & Co, Felkistowe

LEWIS, WILLIAM, Hereford Dec 31 Wallis, Hereford

LOVE, MARY ANN, Brixton Jan 21 Rooks & Sons, Lincoln's inn fields

MARSHALL, JON, Huddersfield Jan 10 Hirst, Southport

MARSHALL, WILLIAM CARVER, Huddersfield Jan 10 Hirst, Southport

MEADOWS, THOMAS PARKER, Walton on Thames Jan 1 Hunter & Haynes, New sq

MORGAN, DAVID ISAAC, Clydach, Glam, Draper Dec 17 Jones, Swansea

MORRIS, HERBERT, Pentreant, Montgomery Jan 1 Harrison & Winnal, Welshpool

MUSSELLWHITE, FREDERICK, East Harnham, Wilts, Farmer Dec 24 Hodding & Jackson, Salisbury

PAITCHARD, MARY, Pontfynydd, Monmouth Jan 19 Dauncey, Tredegar

REDMAN, JOHN BALDEY, New Cross rd, Civil Engineer Jan 19 Rivington & Son, Fenchurch bldgs

ROOKE, ELIJAH, Handsworth, Wire Worker Jan 12 Newey & Son, Birmingham

RUTT, ARTHUR, Ramsgate Dec 31 Sankey, Ramsgate

SARGENT, SARAH ANN, Plumstead, Kent Jan 5 Sampson, Queen st

SOLLY, CATHERINE ELIZABETH, Montague st, Poitman sq Jan 7 Rooper & Whately, Lincoln's inn fields

SPALDING, ANN, Kingston on Thames Jan 15 Marsh & Co, Kingston on Thames

STEPHENS, HARRY, Walsall, Painter Jan 15 Evans, Walsall

STEPHENS, WILLIAM HENRY, Clifton, Bristol Jan 15 A G & W G Heaven, Bristol

TAYLOR, GEOFFREY CLIVE, West Didsbury, nr Manchester Jan 29 Foyster & Co, Manchester

THOMPSON, HENRY WILLIAM REDMAN, Deal, Kent, China Dealer Feb 8 Brown & Brown, Deal

VEROITTE, JOHN THOMAS, Glaston, Normanton, Northampton Jan 7 Percival & Son, Peterborough

WATKINS, MARY, Baglan, Monmouth Jan 31 Watkies & Co, Pontypool

WATKINS, WILLIAM, Thornton Heath, Surrey Jan 7 Dale & Co, Cornhill

WATSON, MARGARET, Penrith Jan 12 Cant & Fairer, Penrith

WELLINGTON, the Most Noble HENRY, Duke of, Apsey House, Piccadilly Jan 15 Farist & Co, Lincoln's inn fields

WILLIAMS, ROGER, Llandudno, Builder Dec 31 Bellis, Llandudno

WINTERS, FRANCIS JOHN, Kingston upon Hull Jan 7 Wilson & Sons, Hull

WHY PAY RENT?—A Mortgage Policy is offered by the SCOTTISH TEMPERANCE LIFE OFFICE over approved House Property, repayable by half yearly instalments, which may be less than the rent. A great feature is that in event of death, the house becomes entirely free for the family. Mortgage expenses borne by the Company. Full prospectuses, etc., at London Office, 96, Queen street, Cheapside.—[ADVT.]

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Examined, Tested, and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 25 years. Telegrams, "Sanitation," London.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Dec. 14.

RECEIVING ORDERS.

BRADBURN, ARTHUR, Eccles, Lancs, Commission Agent
Salford Pet Dec 12 Ord Dec 12

BRAM, CHARLES, Leicester, Corn Dealer Leicester Pet
Dec 12 Ord Dec 12

BURTON, FREDERICK GRAHAM, Gracechurch st High Court
Pet Nov 10 Ord Dec 11

BUSHILL, JAMES HOMER, Dover Canterbury Pet Dec 12
Ord Dec 12

BUTLER (HERBERT) & Co, Finsbury sq, Wine Merchants
High Court Pet Nov 19 Ord Dec 7

CHADWICK, FANNY, Leeds, Dressmaker Leeds Pet Dec 11
Ord Dec 11

COOK, JOHN, Charlton, Hants, Baker Salisbury Pet Dec 11
Ord Dec 11

COWMAN, SARAH, Whitehaven, Beerhouse Keeper White-
haven Pet Dec 10 Ord Dec 10

COX, JOSEPH, Elmdon, Essex, China Dealer Cambridge
Pet Dec 12 Ord Dec 12

DEAN, RICHARD BARTLETT, Bradcombe, Beer, Devons,
Naval Pensioner Exeter Pet Dec 11 Ord Dec 11

GRAINGER, ROBERT, Manchester, Painter Manchester Pet
Dec 11 Ord Dec 11

GROVES, TOM, Blackpool, Mechanic Leeds Pet Dec 11
Ord Dec 11

HARDWICK, THOMAS, Upper Edmonton, Tobacconist Ed-
monton Pet Dec 10 Ord Dec 10

HICK, WALTER JOHN, and ROBERT SWIFT, Leeds, Joiners
Leeds Pet Dec 12 Ord Dec 12

HOPKINS, THOMAS, Gray's Inn rd, Innkeeper Aberystwith
Pet Dec 11 Ord Dec 11

LAWLEY, CHARLES, Burnley, Tram Engine Driver
Burnley Pet Dec 12 Ord Dec 12

LEWELYN, REES, Ystalyfera, Glam, Rollerman Neath
Pet Dec 10 Ord Dec 10

McKIE, JOHN ADOLPH, Peckham, Comedian High Court
Pet Dec 11 Ord Dec 11

MARSDEN, ALGERNON MOSES, Basinghall st, Merchant
High Court Pet Dec 9 Ord Dec 11

MATTHEWS, DAVID, Fleur de lis, Mon, Miner Tredegar
Pet Dec 10 Ord Dec 10

OWEN, GRIFFITH JAMES, Abercromby, Glam, Builder
Pontypool Pet Dec 10 Ord Dec 10

PAGE, JOSIAH, Gosport, Baker Portsmouth Pet Dec 12
Ord Dec 12

PALMER, WILLIAM, Worcester, Bricklayer Birmingham
Pet Dec 10 Ord Dec 10

PILKINGTON, CHARLES SAM, Sheffield Sheffield Pet Dec
11 Ord Dec 11

PINKHAM, JAMES, Abercromby, Glam, Collier Neath
Pet Dec 10 Ord Dec 10

POTTER, HARRY CHARLES, Brighton, Licensed Victualler
Brighton Pet Dec 10 Ord Dec 10

ROBERTS, R. E. Catford, Builder Greenwich Pet Nov 21
Ord Dec 11

ROUTLEDGE, JAMES, Carlisle, Licensed Victualler Carlisle
Pet Dec 12 Ord Dec 12

SCOTT, ROBERT THOMAS, Cambridge, Naturalist Cambridge
Pet Dec 10 Ord Dec 10

SHARPE, JOHN FLETCHER, South Shields Newcastle on
Tyne Pet Dec 6 Ord Dec 6

SHAW, ERNEST, Oldham, Merchant Tailor Oldham Pet
Aug 29 Ord Dec 14

SMITH, STUART GEORGE, Leeds, Commission Agent Leeds
Pet Dec 11 Ord Dec 11

STUBBS, ARTHUR JOHN, Leeds, Grocer Leeds Pet Dec 11
Ord Dec 11

TAYLOR, SALVIN THOMAS, Worsbro' Dale, Coal Miner
Barnsley Pet Dec 10 Ord Dec 10

WESTON, JAMES, Ipswich, Baker Ipswich Pet Dec 10
Ord Dec 10

WHITE, HUGHY TOM, Caegraig, Clydach, Glam, Fitter
Neath Pet Dec 10 Ord Dec 10

FIRST MEETINGS.

BALBY, JAMES, and CHAMBERS JOSEPH FIELDS, Kingston
upon Hull, Builders Dec 21 at 12 Off Rec, Trinity
House in, Hull

BAMFORD, JAMES, Rochdale, Flannel Manufacturer Dec
21 at 11.15 Townhall, Rochdale

BARNES, ARTHUR ALFRED, Reigate, Butcher Dec 21 at 12
24, Railway app, London Bridge

BENNETT, JANE, and MARGARET BENNETT, Preston, Fancy
Drapers Dec 21 at 3.30 Off Rec, 14, Chapel st,
Preston

BLACKBURN, JOHN ERNEST, Uxbridge, Derby, Teacher Dec
21 at 3.15 Angel Hotel, Chesham

BRAM, CHARLES, Leicester, Corn Dealer Leicester Dec 22 at 3.30
Off Rec, 1, Bertrigg st, Leicester

BURKLEY, WARREN, Parkstone, Dorset Dec 22 at 1 Off
Rec, Endless st, Salisbury

CHARLES, GEORGE WILLIAM, Exeter, Cycle Agent Jan 3 at
11 The Albion, Exeter

COLBY, GEORGE, Winton, Hants, Grocer Dec 22 at 12.30
Off Rec, Endless st, Salisbury

DEAN, RICHARD BARTLETT, Bradcombe, Beer, Devons, Naval
Pensioner Jan 3 at 10.30 Off Rec, 13, Bedford circus,
Exeter

DIMMOCK, ALFRED, and HARRY DIMMOCK, Tuddington, Beds,
Farmers Dec 22 at 12.30 Off Rec, Bridge st, North-
ampton

EVERED, WILLIAM GEORGE, Ponysgraig, Glam, Collier
Dec 21 at 12.30 High st, Merthyr Tydfil

FRATERSTON, WILLIAM ARTHUR, Melton Mowbray, Grocer
Dec 21 at 3 Off Rec, 1 Bertrigg st, Leicester

FRIEDLAND, DAVID, Stockport, Joiner Dec 21 at 10.45 Off
Rec, County chmbrs, Market pl, Stockport

HAASE, SIDNEY, Camden Town, Leather Dealer Dec 28 at
2.30 Bankruptcy bldgs, Carey st

HEDDER, HARRY, Ramsgate, Kent, Licensed Victualler Dec
22 at 11 Off Rec, 65, Castle st, Canterbury

HOWARD, ARTHUR ABRAHAM, Wotton super Mare, House
Furnisher Dec 21 at 11 W H Taitlyn, High st,
Bridgwater

JOHNSON, GEORGE, Hadleigh, Ice Merchant Dec 25 at 12
Bankruptcy bldgs, Carey st

KEMP, ELIZA, Bournemouth, Boarding house Keeper Dec
21 at 12.30 Off Rec, Endless st, Salisbury

KILLICK, WILLIAM, Ewell, Surrey, Builder Dec 21 at 12.30
24, Railway app, London Bridge

LEARY, JOHN HENRY, Liverpool Jan 2 at 12 Off Rec, 35,
Victoria st, Liverpool

MAKIN, W. sen, Mile End rd Dec 21 at 11 Bankruptcy
bldgs, Carey st

MOLYNEUX, MARY JANE, Blackpool, Jeweller Dec 21 at 3
Off Rec, 14, Chapel st, Preston

MONTI, ALBERT HENRY, Lower East Smithfield,
Licensed Victualler Dec 28 at 11 Bankruptcy bldgs,
Carey st

MORELY, BENJAMIN LEWIN, Regent st, Surgeon Dentist
Jan 2 at 2.30 Bankruptcy bldgs, Carey st

PAGE, JOSIAH, Gosport, Baker Dec 21 at 3 Off Rec,
Cambridge junc, High st, Portsmouth

PLATT, WILLIAM JAMES, Radham, Lancs, Labourer
Dec 21 at 1 Exchange Hotel, Nicholas st, Burnley

POTTER, HARRY CHARLES, Brighton, Licensed Victualler
Jan 3 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton

RECE, WILLIAM ROBERT, Carlton hill, Licensed Appraiser
Dec 28 at 12 Bankruptcy bldgs, Carey st

RICHARDS, JOHN H. Aberavon, Baker Dec 21 at 11.45
Off Rec, 31, Alexandra rd, Swansea

SCOTT, WILLIAM HARRISON, and TOM FRANKISH, Kingston
upon Hull, Builders Dec 21 at 11.30 Off Rec, Trinity
House in, Hull

SERJEANT, FRANCIS GEORGE, Brompton rd, Grocer Dec 21
at 11 Bankruptcy bldgs, Carey st

SHARPE, JOHN FLETCHER, South Shields, Grocer's Assistant
Dec 21 at 11 Off Rec, 30, Mosley st, Newcastle on
Tyne

SHILLINGFORD, WILLIAM, Reading, Mineral Water Manu-
facturer Dec 22 at 12 Queen's Hotel, Reading

SMITH, WILLIAM SIDNEY, Enfield, Lace Manufacturer Dec
21 at 12 Room 65, Te nple chmbrs, Temple av

STOCKLEY, THOMAS EDWARD, Gutter in, Chesapeake, Agent
Dec 31 at 12 Bankruptcy bldgs, Carey st

TATTON, ALFRED, Preston, Draper Dec 21 at 2.30 Off Rec,
14 Chapel st, Preston

THEAKSTONE, THOMAS, Harpham York, Blacksmith Dec
21 at 11 Off Rec, Trinity House in, Hull

VALE, CORNELIUS RICHARD, Swansea, Accountant Dec 21
at 12.30 Off Rec, 21, Alexandra rd, Swansea

WALLIS, A T, Fulham, Builder Dec 31 at 11 Bankruptcy
bldgs, Carey st

WHEELER, WILLIAM, Weymouth, Journeyman Carpenter
Dec 21 at 11.30 Junction Hotel, Dorchester

WILLEY, HENRY, South Wigton, Leicester Dec 21 at 12
Off Rec, 1, Bertrigg st, Leicester

WINTER, JAMES, Catsham Valley, Surrey, Coal Merchant
Dec 21 at 11.30 24, Railway app, London Bridge

WORSLEY, JENNIE, Manchester Dec 21 at 12 Bankruptcy
bldgs, Carey st

ADJUDICATIONS.

BRADBURN, ARTHUR, Eccles, Lancs, Commission Agent
Salford Pet Dec 12 Ord Dec 12

BRAM, CHARLES, Leicester, Corn Dealer Leicester Pet
Dec 12 Ord Dec 12

BROWNLOW, W. H. Sheffield, Builder Sheffield Pet Nov
17 Ord Dec 12

BUSHILL, JAMES HOMER, Dover, Brickmaker Canterbury
Pet Dec 12 Ord Dec 12

CHADWICK, FANNY, Leeds, Dressmaker Leeds Pet Dec 11
Ord Dec 11

CHIVERTON, FRANK, Newport, Oil Merchant Newport Pet
Nov 27 Ord Nov 27

COOK, JOHN, Charlton, Hants, Baker Salisbury Pet Dec
11 Ord Dec 11

COWMAN, SARAH, Whitehaven, Beerhouse keeper White-
haven Pet Dec 10 Ord Dec 10

COX, JOSEPH, Elmdon, Essex, China Dealer Cambridge
Pet Dec 12 Ord Dec 12

CHADWICK, EDGAR ONESIMUS, Bedford, Hatter Bedford
Pet Dec 8 Ord Dec 12

DAY, JOSEPH, Slip End, n, Luton, Straw Hat Manufac-
turer Luton Pet Dec 8 Ord Dec 10

DEAN, RICHARD BARTLETT, Bradcombe, Beer, Devons,
Naval Pensioner Exeter Pet Dec 11 Ord Dec 11

FRANKLIN, WILLIAM VESLEY, Finsbury sq, Wine Merchant
High Court Pet Nov 15 Ord Dec 12

FREEMAN, JOSEPH HENRY, Ravenstone, Leicester, Carpenter
Burton on Trent Pet Nov 22 Ord Dec 11

GILL, JOSEPH WILLIAM, South Shields, Fruiterer New-
castle on Tyne Pet Nov 29 Ord Dec 7

GRAINGER, ROBERT, Hulme, Manchester, Painter Man-
chester Pet Dec 11 Ord Dec 11

GROVES, TOM, Leeds, Mechanic Leeds Pet Dec 11 Ord
Dec 11

HARDWICK, THOMAS, Upper Edmonton, Tobacconist Ed-
monton Pet Dec 10 Ord Dec 10

HEYNER, AUGUSTUS OTTO, Islington, Bookbinder High
Court Pet Dec 6 Ord Dec 12

HICK, WALTER JOHN, and ROBERT SWIFT, Leeds, Joiners
Leeds Pet Dec 12 Ord Dec 12

JACOBS, HENRY, Pimlico High Court Pet Oct 11 Ord
Dec 7

LAWLEY, CHARLES, Burnley, Tram Engine Driver
Burnley Pet Dec 12 Ord Dec 12

LEWELYN, REES, Ystalyfera, Glam, Rollerman Neath
Pet Dec 10 Ord Dec 10

MATTHEWS, DAVID, Fleur de lis, Mon, Miner Tredegar
Pet Dec 10 Ord Dec 10

MORRIS, COLONEL, New Broad st, Builders' Contractor
High Court Pet Sept 13 Ord Dec 11

OWEN, GRIFFITH JAMES, Abercromby, Glam, Builder
Pontypool Pet Dec 10 Ord Dec 10

PAGE, JOSIAH, Gosport, Baker Portsmouth Pet Dec 12 Ord
Dec 12

PAYNTER, ROY THOMAS BEVILLE, Vauxhall Bridge rd
High Court Pet Jan 25 Ord Dec 10

PILKINGTON, CHARLES SAM, Sheffield Sheffield Pet Dec 11
Ord Dec 11

PINKHAM, JAMES, Abercromby, Glam, Collier Neath Pet
Dec 10 Ord Dec 10

POTTER, HARRY CHARLES, Brighton, Licensed Victualler
Brighton Pet Dec 10 Ord Dec 10

PRESTON, HERBERT ELI, Tottenham ct rd, High Court
Pet Oct 13 Ord Dec 10

ROUTLEDGE, JAMES, Carlisle, Licensed Victualler Pet Dec
12 Ord Dec 12

SCOTT, ROBERT THOMAS, Cambridge, Naturalist Cambridge
Pet Dec 10 Ord Dec 10

SHARPE, JOHN FLETCHER, South Shields Newcastle on
Tyne Pet Dec 6 Ord Dec 11

SHERLOCK, JAMES JOHN, Walbrook, Engineer High Court
Pet June 8 Ord Dec 6

STREET, ELIZA, Redditch, Grocer Birmingham Pet Dec
6 Ord Dec 12

STUBBS, ARTHUR JOHN, Leeds, Grocer Leeds Pet Dec 11
Ord Dec 11

TAYLOR, SALVIN THOMAS, Worsbro' Dale, Yorks, Coal
Miner Barnsley Pet Dec 10 Ord Dec 10

THOMAS, WILLIAM, Shrewsbury, Salop, Farmer Shrews-
bury Pet July 25 Ord Dec 11

WESTON, JAMES, Ipswich, Baker Ipswich Pet Dec 10
Ord Dec 10

WHITE, HUGHY TOM, Caegraig, Clydach, Glam, Fitter
Neath Pet Dec 10 Ord Dec 10

Amended notice substituted for that published in the
London Gazette of Oct 16:HUNDREY, CORNELIUS, and JOHN MOULSON, Worcester
Builders Birmingham Pet Oct 5 Ord Oct 12

London Gazette.—TUESDAY, Dec 18.

RECEIVING ORDERS.

ABBOTT, FRED, Newcastle under Lyme, Plumber Hanley
Pet Nov 22 Ord Dec 10

ANTHONY, MAURICE DYER, St Austell, Cornwall, Iron-
monger Truro Pet Dec 15 Ord Dec 15

BEE, THOMAS, Birmingham, Timber Merchant Birmingham
Pet Dec 3 Ord Dec 14

BOND, HERBERT EDGAR, Derby, Journeyman Coachbuilder
Derby Pet Dec 13 Ord Dec 13

BOWEN, THOMAS HENRY, South Tottenham, Coal Dealer
Edmonton Pet Dec 14 Ord Dec 14

BROAD, AMOS, jun, Betchton, Chester, Farmer Macclesfield
Pet Dec 14 Ord Dec 14

BUCKLEY, HENRY, Stourport, Worcester, Grocer Kidder-
minster Pet Dec 12 Ord Dec 12

CLARKE, FRANK PERCIVAL, Leeds, Traveller Leeds Pet
Dec 13 Ord Dec 13

DAVIES, WILLIAM EWART, Degawry, Carnarvon, Builder
Bangor Pet Dec 3 Ord Dec 14

DICK, (A. E.) & Co, Leadenhall st, Marine Insurance Agents
High Court Pet Nov 2 Ord Dec 14

FOYARQUE, ALFRED, Hulme, Provision Dealer Manchester
Pet Nov 21 Ord Dec 14

GIBBINS, FREDERICK CHARLES, Leicester, Hairdresser
Leicester Pet Dec 14 Ord Dec 14

GROVES, FREDERICK, Reading, Fruiterer Reading Pet
Dec 13 Ord Dec 13

HARRY, JOHN, Sudworth, Notts, Farmer Nottingham
Pet Dec 15 Ord Dec 15

HARTLEY, JOHN WILLIAM, Southey, Norfolk, Po tato
Merchant King's Lynn Pet Dec 3 Ord Dec 15

HEWES, THOMAS, Coalville, Leicester, Builder Burton on
Trent Pet Dec 15 Ord Dec 15

HILLARY, WILFRED GEORGE, Bristol, Wholesale Pastrycook
Bristol Pet Dec 14 Ord Dec 14

HUNTER, CHARLES A, Twickenham High Court Pet Nov
16 Ord Dec 14

JONES, BENJAMIN, Ystalyfera, Glam, Labourer Neath
Pet Dec 14 Ord Dec 14

LAMB, JAMES ALBERT, Manchester, Joiner Manchester
Pet Dec 13 Ord Dec 13

LEGGOTT, WILLIAM, North Wootton, Norfolk, Carpenter
King's Lynn Pet Dec 13 Ord Dec 13

MALLOWS, WALTER, Brighton, Tobacconist Brighton Ord
Nov 16

MITCHELL, EMILY, Todber, Dorset Salisbury Pet Dec 13
Ord Dec 13

MOLYNEUX, JOSEPH, Ashton under Lyne, Builder Ashton
under Lyne Pet Dec 14 Ord Dec 14

MORRIS, THOMAS, Blackpool, Joiner Preston Pet Dec 10
Ord Dec 14

NEWMAN, HENRY FIELD, Shrewsbury, Salop, Licensed
Victualler Shrewsbury Pet Dec 13 Ord Dec 13

NIVEN, JAMES, and THOMAS EDWARD PAINTON JONES,
Welshpool, Tailors Newtown Pet Dec 1 Ord Dec 13

POUNCEY, CHRISTOPHER, and THOMAS POUNCEY, Bradford,
Ironfounders Bradford Pet Dec 13 Ord Dec 13

REID, JAMES, Sydenham, Confectioner Greenwich Pet
Dec 8 Ord Dec 14

ROBERTSON, JAMES ALEXANDER, St Swithin's Is High
Court Pet Nov 23 Ord Dec 13

SANDERS, HENRY JOHN, Ilford, Corn Merchant Chelmsford
Pet Dec 12 Ord Dec 12

SAVERY, EDWIN, St James's st, Buckingham gate,
Restaurant Keeper High Court Pet Nov 24 Ord
Dec 13

SCHOFIELD, THOMAS, Barnes, Commercial Traveller
Wandsworth Pet Nov 21 Ord Dec 13

SKETCHLEY, SAMUEL, Nottingham, Horse Dealer Notting-
ham Pet Dec 1 Ord Dec 14

STANNER, HENRY, sulwold, Nottingham, Painter Notting-
ham Pet Dec 15 Ord Dec 15

SUTCLIFFE, ROBERT, Bradford, Fruiterer Bradford Pet
Dec 14 Ord Dec 14

TOWNSEND, CHARLES, Leicester, Carpenter Leicester Pet
Dec 13 Ord Dec 13

TRACER, HARRY WILLIAM, Brixton High Court Pet
Dec 13 Ord Dec 13

WALKER, REGINALD GEORGE, Northampton, Leather
Traveller Northampton Pet Dec 15 Ord Dec 13

WALTERS, EVAR, Tylorstown, Glam, Yeast Dealer Pon-
typridd Pet Dec 13 Ord Dec 13

WEAVER, JOHN, Pili, Somerset, Miller Bristol Pet Dec 14
Ord Dec 14

WEBBER, JOSEPH, Chesham, Manchester, Cap Manufac-
turer Manchester Pet Nov 20 Ord Dec 14

Amended notice substituted for that published in the London Gazette of Dec 4:
GURRIE, FRANCIS NATHANIEL, Sydenham, Grocer Croydon
Pet Aug 25 Ord Dec 24

Amended notice substituted for that published in the London Gazette of Dec 7:
CURTIS, WILLIAM, Bromley, House Agent Croydon
Pet Dec 4 Ord Dec 4

Amended notice substituted for that published in the London Gazette of Dec 14:
BRADBURN, ARTHUR, Eccles, Lancs Salford
Pet Dec 12 Ord Dec 12

FIRST MEETINGS.

BINES, THOMAS, Bridgend, Glam, Photographer Jan 4 at 10 117, St Mary st, Cardiff
BLUMENFELD, LOUIS, Liverpool, Wholesale Clothier Dec 31 at 12 Off Rec, 35, Victoria st, Liverpool
BRADBURN, ARTHUR, Eccles, Lancs Jan 2 at 2.30 Off Rec, Byrom st, Manchester
BRITTLER, HENRY, Newport, Mon, Picture Frame Manufacturer Dec 31 at 11 Off Rec, Westgate chimes, Newport, Mon
BURTON, FREDERICK GRABHAM, Gracechurch st Jan 1 at 11 Bankruptcy bldg, Carey st
BYRNE, FREDERICK JOSEPH, South, Cardiff, Merchant Dec 31 at 11 117, St Mary st, Cardiff
CAUDWELL, JOHN, Workshop, Notts, Timber Merchant Dec 28 at 12 Off Rec, Fletchall, Sheffield
CRABTREE, EDGAR OSWALD, Bedford, Hatter Dec 28 at 12 Off Rec, Bridge st, Northampton
DAY, JOSEPH, Ship Road, St Lutton, Straw Hat Manufacturer Dec 28 at 2.30 Off Rec, Bridge st, Northampton
DUNN, ARCHIBALD JOSEPH, Strand, Financial Agent Dec 28 at 2.30 Bankruptcy bldg, Carey st
GRAINGER, ROBERT, Hulme, Manchester, Painter Dec 31 at 2.30 Off Rec, Byrom st, Manchester
HARDWICK, THOMAS, Upper Edmonton, Tobaccoist Dec 28 at 12 Off Rec, 55, Temple chimes, Temple av
HILLARY, WILFRED GEORGE, Bristol, Wholesale Pastrycook Jan 2 at 12.15 Off Rec, Baldwin st, Bristol
HILLIER, AARON, Numbury, Somerset, Dairy Utensil Manufacturer Jan 2 at 11.45 Off Rec, Baldwin st, Bristol
HINKLEY, HARRIET, Brynmawr, Brecon, General Dealer Dec 28 at 3 135, High st, Merthyr Tydfil
HUTTER, CHARLES A, Twickenham Jan 2 at 12 Bankruptcy bldg, Carey st
JONES, PETER, Birmingham, Corn Factor Dec 28 at 11.30 174, Corporation st, Birmingham
JOWETT, DANIEL, Whitby, York Dec 28 at 3 Off Rec, 8, Albert rd, Middlesbrough
LEWELLYN, REES, Ystalyfera, Glam, Rollerman Dec 28 at 12 Off Rec, 21, Alexandra rd, Swansea
LOYD, JOHN BLAKE, Birmingham, Grocer Dec 28 at 11 174, Corporation st, Birmingham
MCKIE, JOHN ADOLPH, Puckham, Comedian Jan 1 at 11 Bankruptcy bldg, Carey st
MORRY, FREDERICK JOHN, CHARLES WILLIAM MORRY, and FREDERICK MORRY, Brighton, Cabinet Makers Jan 3 at 3 Off Rec, 4, Pavilion bldg, Brighton
MANNEN, ALGERNON MORRIS, South Kensington, Merchant Jan 2 at 11 Bankruptcy bldg, Carey st
PICKINGTON, CHARLES SAM, Sheffield Dec 28 at 12.30 Off Rec, Fletchall, Sheffield
PINKHAM, JAMES, Aberystwyth, Glam, Collier Dec 28 at 12.30 Off Rec, 31, Alexandra rd, Swansea
POUNCEY, CHRISTOPHER, and THOMAS POUNCEY, Bradford, Ironfounders Dec 31 at 11 Off Rec, 51, Market Row, Bradford
ROUTLEDGE, JAMES, Carlisle, Licensed Victualler Jan 7 at 3 Off Rec, 34, Fisher st, Carlisle
SHIPT, WILLIAM ALFRED, Bristol, Builder Jan 2 at 12.30 Off Rec, Baldwin st, Bristol
SCOTCLIFFE, ROBERT, Bradford, Fruiterer Dec 31 at 11.30 Off Rec, 31, Market Row, Bradford
WAGSTAFF, J, Bexmondsey, Butcher Jan 2 at 12 Bankruptcy bldg, Carey st
WEAVER, JOHN, Somerset, Miller Jan 2 at 12 Off Rec, Baldwin st, Bristol
WEAVER, WALTER, Smethwick, Stafford, Coal Dealer Dec 28 at 12 174, Corporation st, Birmingham
WESTON, JAMES, Ipswich, Baker Dec 28 at 11 Off Rec, 35, Princes st, Ipswich

ADJUDICATIONS.

ABBOTT, FRED, Newcastle under Lyne, Plumber Hanley
Pet Nov 22 Ord Dec 14
ADAMS, WILLIAM LEE, Handsworth, Cycle Pedal Manufacturer Birmingham
Pet Dec 7 Ord Dec 13

ANTHONY, MAURICE DYER, St Austell, Cornwall, Ironmonger Truro
Pet Dec 15 Ord Dec 15
BENNETT, JOHN GEORGE, Malvern Link, Worcesters, Farmer Worcester
Pet Nov 19 Ord Dec 13
BOND, HERBERT EDGAR, Derby, Journeyman Coachbuilder Derby
Pet Dec 13 Ord Dec 13
BONNER, THOMAS HENRY, South Tottenham, Coal Dealer Edmonton
Pet Dec 14 Ord Dec 14
BROAD, AMOS JR, Bechoth, Chester, Farmer Maesteg
Pet Dec 14 Ord Dec 14
BUCKLEY, HENRY, Stourport, Worcester, Grocer Kidderminster
Pet Dec 12 Ord Dec 13
CLARKE, FRANK PERCIVAL, Leeds Leeds
Pet Dec 13 Ord Dec 13
CURTIS, WILLIAM, Bromley, House Agent Croydon
Pet Dec 4 Ord Dec 10
ELLIOTT, WILLIAM BROWELL, Gt Portland st, Licensed Victualler High Court
Pet Nov 14 Ord Dec 13
FIELDING, JAMES WOODHEAD, Leeds, Tailor Leeds
Pet Nov 31 Ord Dec 13
GIBBINS, FREDERICK CHARLES, Leicester, Hairdresser Leicester
Pet Dec 14 Ord Dec 14
GROVES, FREDERICK, Reading, Fruiterer Reading
Pet Dec 13 Ord Dec 13
GURRIE, FRANCIS NATHANIEL, Sydenham, Grocer Croydon
Pet Aug 25 Ord Dec 13
HAASE, SIDNEY, Camden Town, Leather Dealer High Court
Pet Nov 15 Ord Dec 13
HARRY, JOHN, Biddworth, Notts, Farmer Nottingham
Pet Dec 15 Ord Dec 15
HEWES, THOMAS, Coalville, Leicester, Builder Burton on Trent
Pet Dec 15 Ord Dec 15
HILLARY, WILFRED GEORGE, Bristol, Wholesale Pastrycook Bristol
Pet Dec 14 Ord Dec 15
JOHNSON, GEORGE, Haslegh, Essex, Ice Merchant High Court
Pet Nov 14 Ord Dec 13
JOHNS, BENJAMIN, Ystalyfera, Glam, Labourer Neath
Pet Dec 14 Ord Dec 14
LAMB, JAMES ALBERT, Manchester, Joiner Manchester
Pet Dec 13 Ord Dec 13
LEGGETT, WILLIAM, North Wootton, Norfolk, Carpenter King's Lynn
Pet Dec 13 Ord Dec 13
MILLS, THOMAS, Brixton High Court
Pet Nov 19 Ord Dec 13
MITCHELL, EMILY, Todder, Dorset, Salisbury
Pet Dec 13 Ord Dec 13
MOLYNEUX, JOSEPH, Ashton under Lyne, Builder Ashton under Lyne
Pet Dec 14 Ord Dec 14
MONTIN, ALBERT HENRY, Lower East Smithfield, Licensed Victualler High Court
Pet Nov 19 Ord Dec 13
POUNCEY, CHRISTOPHER, and THOMAS POUNCEY, Bradford, Ironfounders Bradford
Pet Dec 13 Ord Dec 13
ROBSON, HENRY AUSTIN, Swanage, Dorset, Butcher Poole
Ord Dec 14
SANDERS, HENRY JOHN, Ilford, Essex, Corn Merchant Chelmsford
Pet Dec 12 Ord Dec 12
SAUNDERS, WILLIAM HENRY, Poulton cum Seacombe, Cheshire, Baker Birkenhead
Pet Dec 6 Ord Dec 13
SMITH, WILLIAM SIDNEY, Enfield, Lace Manufacturer Edmonton
Ord Dec 13
STANLEY, HENRY, Bulwell, Notts, Painter Nottingham
Pet Dec 15 Ord Dec 15
STUTLITZ, ROBERT, Bradford, Fruiterer Bradford
Pet Dec 14 Ord Dec 14
SWANES, JULIE, New Burlington st, Court Dressmaker High Court
Pet Nov 5 Ord Dec 15
TERRITT, WILLIAM ARTHUR, Amberley, nr Stroud Gloucester
Pet Sept 27 Ord Dec 13
TOWNSEND, CHARLES, Leicester, Carpenter Leicester
Pet Dec 13 Ord Dec 13
TERRACHER, HARRY WILLIAM, Brixton High Court
Pet Dec 15 Ord Dec 15
WALKER, REGINALD GEORGE, Northampton, Leather Traveller Northampton
Pet Dec 15 Ord Dec 15
WALTERS, EVAN, Tylorstown, Glam, Yeast Dealer Pontypool
Pet Dec 13 Ord Dec 13

Amended notice substituted for that published in the London Gazette of Dec 14:
BRADBURN, ARTHUR, Eccles, Lancs, Commission Agent Salford
Pet Dec 12 Ord Dec 12

ADJUDICATION ANNULLLED AND RECEIVING ORDER RESCINDED.
KEMP, ARTHUR GEORGE, Tottenham Court rd, Race Horse Owner High Court
Rec Ord July 25 Adjud Aug 4 Recs and Annul Dec 11

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THE Hon. Mrs. Ellen Nelson, Deceased.—Any person having a Will of this lady, the widow of the Hon. Charles Horatio Nelson, is requested to communicate at once with Messrs. YOUNG, JACKSON, BEARD, & KING, 12, Essex-street, Strand, W.C., Solicitors.

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